IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION FOUR

CHURCH OF SCIENTOLOGY, INTERNATIONAL,)
Plaintiff/Respondent,)
)
vs.)
)
GERALD ARMSTRONG,)
Defendant/Appellant.)
)

NO. A075027

CLERK'S TRANSCRIPT ON APPEAL

FROM A JUDGMENT MADE AND ENTERED

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

MARIN COUNTY COURTS

VOLUME 9

For the Plaintiff/Respondent:

Andrew Wilson, Esq.
WILSON, RYAN & CAMPILONGO
115 Sansome Street, 4th Floor
San Francisco, CA 94104

For the Defendant/Appellant (In Pro Per):

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

MARIN COUNTY COURTS

DEPARTMENT 1

CHURCH OF SCIENTOLOGY, INTERNATIONAL, Plaintiff, vs. GERALD ARMSTRONG, Defendant.	)	No. 157680

GARY W. THOMAS	JUDGE
JOHN P. MONTGOMERY	COURT EXECUTIVE OFFICER
ELAINE PASSARIS	REPORTER

For the Plaintiff:

Andrew Wilson, Esq.
WILSON, RYAN & CAMPILONGO
115 Sansome Street, 4th Floor
San Francisco, CA 94104

For the Defendant (In Pro Per):

Gerald Armstrong
715 Sir Francis Drake Blvd.
San Anselmo, CA 94960

CHRONOLOGICAL INDEX NO. 157680 VOL. 9 LA NO. BC052395

	PAGE NO.
ARMSTRONG'S SEPARATE STATEMENT OF DISPUTED AND UNDISPUTED AND UNDISPUTED FACTS IN OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION WITH SUPPORTING EVIDENCE 7/20/94	2251
MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION 7/20/94	2512

2251

Ford Greene, Esquire
California State Bar No. 107601
HUB LAW OFFICES
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

PAUL MORANTZ, ESQ.
P.O. Box 511
Pacific Palisades, CA 90272
(310) 459-4745

AttorneyS for Defendant
GERALD ARMSTRONG

FILED
LOS ANGELES SUPERIOR COURT
JUL 20 1994
[illegible], CLERK
S. Anderson
BY S. ANDERSON, DEPUTY

FILED
NOV 16 1994
HOWARD HANSON
MARIN COUNTY CLERK
BY [illegible] DEP

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation; Plaintiffs, vs. GERALD ARMSTRONG; DOES 1 through 25, inclusive, Defendants.	No. BC 052395 **ARMSTRONG'S SEPARATE STATEMENT OF DISPUTED AND UNDISPUTED FACTS IN OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION WITH SUPPORTING EVIDENCE** DATE: August 2, 1994 TIME: 8:30 a.m. DEPT: 30
AND RELATED CROSS-COMPLAINT	Discovery Cut Off: 11/7/94 Disco Motion Cut Off: 11/21/94 Trial Date: 11/7/94

ORIGINAL

RESPONDING PARTY GERALD ARMSTRONG'S STATEMENT OF DISPUTED AND UNDISPUTED FACTS

Cross-Complaint Gerald Armstrong submits this separate statement in opposition to Cross-Defendant Church of Scientology International's "Separate Statement of Undisputed Facts with Reference to Supporting Evidence":

Third Cause of Action: Breach of Contract

CROSS-DEFENDANT CSI'S MATERIAL FACTS AND ALLEGEDLY SUPPORTING EVIDENCE	CROSS-COMPLAINANT ARMSTRONG'S MATERIAL FACTS AND SUPPORTING EVIDENCE
1. The Mutual Release of All Claims and Settlement Agreement (the "Settlement Agreement") is between Church of Scientology International ("CSI") and Gerald Armstrong ("Armstrong").	1. Disputed. All Scientology-related corporations, organizations, groups or entities ("Scientology organizations") are included in and are bound by the settlement agreement. CSI's Exhibit A. The settlement agreement ¶¶ 1, 2, 3, 4, 7I, 8, 13
2. The settlement Agreement	2. Undisputed.

was executed by Armstrong and his attorney, Michael J. Flynn, on December 6, 1986, and by CSI on December 11, 1986.	
3. The settlement Agreement states that it "contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital."	3. Undisputed.
4. The Settlement Agreement states that it may be amended only by a written instrument executed by Armstrong and CSI.	4. Undisputed.
5. The Settlement Agreement states that Armstrong and CSI carefully read and understood the contents of the Settlement Agreement and signed it of their own free will, and it is the intention of the parties	5. Undisputed.

to be legally bound hereby.	
6. Under the Settlement Agreement, Armstrong acknowledged that he entered into the Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily executed the Agreement of his own free will.	6. Disputed. The meaning of the phrase "Under the Settlement Agreement" is unclear. Armstrong does not dispute that the cited settlement agreement provision states: "11. The parties to this Agreement acknowledge the following: A. That all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily executed the Agreement of their own free will;" (underlining added). Settlement Agreement at ¶11.
7. Under the Settlement Agreement, Armstrong	7. Disputed. The meaning of the phrase

acknowledged that he had conducted sufficient deliberation and investigation, either personally or through other sources of his own choosing, and had obtained advice of counsel regarding the terms and conditions set forth therein, so that he may intelligently exercise his own judgment in deciding whether or not to execute the Settlement Agreement.	"Under the Settlement Agreement" is unclear. Armstrong does not dispute that the cited settlement agreement provision states: "11. The parties to this Agreement acknowledge the following:.... B. That all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have obtained advice of counsel regarding the terms and conditions set forth therein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Settlement Agreement;" (underlining added) Id. at ¶11.B.
8. Under the Settlement	8. Disputed.

Agreement, Armstrong acknowledged that he had carefully read the Settlement Agreement and understood the contents of it.	The meaning of the phrase "Under the Settlement Agreement" is unclear. Armstrong does not dispute that the cited settlement agreement provision states: "11. The parties to this Agreement acknowledge the following:.... C. That all parties have carefully read this Agreement and understand the contents thereof..." (underlining added). Id. at ¶11.C.
9. Under the Settlement Agreement, Armstrong warranted that he had received independent legal advice from his attorneys with respect to the advisability of making the settlement provided in the Settlement Agreement and in executing it.	9. Disputed. The meaning of the phrase "Under the Settlement Agreement" is unclear. Armstrong does not dispute that the cited settlement agreement provision states: "18.(A) Each party warrants that they have received independent legal advice from

	their attorneys with respect to the advisability of making the settlement provided for herein and in executing this Agreement." (underlining added). Id. at ¶18.A.
10. Armstrong knew the provisions of the Settlement Agreement did not prevent the Church from disclosing confidential information.	10. Disputed. Armstrong knew the provisions of the Settlement Agreement prevented all Scientology organizations from disclosing not only purported confidential information concerning him but any of his purported experiences with such organizations and such organization's purported knowledge of him. Armstrong knew that if any Scientology organization disclosed any purported confidential information concerning him, or any of his purported

	experiences with such organizations, or such organization's purported knowledge of him, such disclosure would automatically free him to respond with his own statement of his own experiences and knowledge. CSI's Exhibit B, Deposition of Gerald Armstrong, June 24, 1992, at 160:19-161:9; settlement agreement ¶¶ 1, 4, 4A, 4B, 5, 7B, 7I, 8, 18(D), 18(E); Exhibit 1, Declaration of Gerald Armstrong, ¶¶ 4, 5.
11. The Third Cause of Action of the Cross-Complaint for Breach of Contract alleges that the Church, and/or its agents, and/or other Scientology-related entities, have engaged in ongoing breaches of the Settlement Agreement by making reference	11. Undisputed.

to Armstrong, (a) in communications to the press, (b) in filing pleadings and declarations in various litigations.	
12. The Settlement Agreement contains no provisions which prohibit Cross-Defendants from making reference to Armstrong in communicating to the press or in pleadings and declarations in various litigation.	12. Disputed. The settlement agreement contains several provisions which individually and together prohibit any Scientology organization from making reference to Armstrong in communicating to the press or in pleadings and declarations in various litigations, other than stating that the litigation between Armstrong and the Scientology organizations had been settled. ¶ 1 states that Armstrong "hereby specifically waives and releases all claims he has or may have from the beginning of time to and including this

date.." (underlining added).

¶ 4 states that Armstrong "does hereby release, acquit and forever discharge...[the Scientology organizations] ...of and from any and all claims...and all demands, damages, actions and causes of action of every kind and nature, known or unknown for or because of any act or omission allegedly done by [the Scientology organizations] from the beginning of time to and including the date hereof." (underlining added).

¶ 4A states that "It is expressly understood....that this release and all the terms thereof do not apply to the action [Church of Scientology of California v. Armstrong, Los Angeles Superior Court Case No. C 420 153 ("Armstrong I")....which....has already gone to trial and is presently pending before the Second District, Third Division of the California Appellate Court (Appeal No. B005912)." (underlining in original)

¶ 4B states that "Armstrong agrees to waive any rights he may have to take any further appeals from any decision eventually reached by the Court of Appeal or any rights he may have to oppose (by responding brief or ny other means) any further appeals taken by the Church of Scientology of California. The Church of Scientology of California shall have the right to file any further appeals it deems necessary."

¶ 5 states that "For and in consideration of the mutual covenants, conditions and release contained herein, and [Armstrong] dismissing....[Armstrong I] the Church of Scientology of **California** does hereby release, acquit and forever discharge.... Armstrong....of and from all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission....from the beginning of time to and including the date hereof." (underlining and double underlining added).

¶ 7B states that Armstrong "understands that by the execution of this release no further claims arising out of his experience with, or actions, by [the Scientology organizations] from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against [the Scientology organizations]." (underlining added).

¶ 7I states that "The parties agree....that any past action or activity, either alleged in [Armstrong I] or activity similar to the evidence that was developed during [Armstrong I], will not be used by either party against the other in any future litigation. In other words, the "slate" is wiped clean concerning past actions by any party." (underlining added).

¶ 8 states that Armstrong "agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in [Armstrong I] to date, including any [Scientology organizations] and the named defendants waive and relinquish any right or claim arising out of the conduct of [Armstrong] to date." (underlining added).

¶ 18(D) states that "The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his attorney from stating that [Armstrong I] has been settled in its entirety."

¶ 18(E) states that "The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this agreement." (underlining added).

Settlement agreement ¶¶ 1, 4, 4A, 4B, 5, 7B, 7I, 8, 18(D),

	18(E).
13. Armstrong received a portion of a total sum paid to his attorney, Michael Flynn, in settlement of all claims of Mr. Flynn's clients.	13. Undisputed.
14. On December 11, 1986, a dismissal with prejudice was filed in the case of *Church of Scientology of California v. Armstrong*, Los Angeles Superior Court Case No. 420153 ("Armstrong").	14. Disputed. Armstrong's Cross-Complaint was dismissed. Scientology's complaint was the subject of a judgment. Exhibit 1, ¶ 4, Ex. 1C.
15. At the time he entered into the Settlement Agreement, Armstrong knew that the Settlement Agreement prevented him from disclosing information concerning the Church, but that the Church was not similarly required to refrain from discussing him.	15. Disputed. Armstrong realleges and incorporates his material facts and supporting evidence in nos. 10 and 12 above. CSI's Exhibit D, Armstrong's Memorandum of Points and Authorities in Opposition to Motion for Preliminary

Injunction is misquoted and misinterpreted. It states that "In light of the surrounding circumstances and his uncompromising stand against Scientology, it is not reasonable to conclude that Scientology could say whatever it wanted about Armstrong in its legal papers....but he was required not to respond in papers of his own."

CSI's Exhibit D at 51:26-27.

Armstrong never agreed that the Scientology organization could say whatever it wanted about him and he would be prohibited from responding. Armstrong had fought from 1982 through 1986 to be able to state the truth about his experiences in and knowledge of the Scientology organization. Judge

Breckenridge stated in his Memorandum of Intended Decision issued June 20, 1984 in Armstrong I that "Armstrong and his counsel are free to speak or communicate upon any of Defendant Armstrong's recollections of his life as a Scientologist or the contents of any exhibit received in evidence or marked for identification and not specifically ordered sealed." It was unthinkable to Armstrong that this freedom would be taken away by the settlement agreement and that the Scientology organization could attack him with impunity.

Exhibit 1, ¶¶ 4, 5.

Armstrong's attorney, Michael Flynn, who participated in the settlement negotiations along with Scientology attorney Lawrence E. Heller ("Heller"), stated to Armstrong before Armstrong signed the settlement agreement that the provisions of the Settlement Agreement which prevented him from inter alia disclosing his experiences were "not worth the paper they're printed on; "they're unenforceable."

Exhibit 1, ¶ 4.

Heller stated in a declaration filed on or about November 1, 1989 in the case of Corydon v.CSI, et al. Los Angeles Superior Court Case No. C 694 401 ("Corydon case"):

> "The universal settlement provided for non-disclosure of all facts underlying the litigation as well as non-disclosure of the terms of the

> settlements themselves. The non-disclosure obligations were a key part of the settlement agreements insisted upon by all parties involved." (bold in original)

Exhibit 1, ¶ 12, Ex. 1P.

Heller stated in the same declaration:

> "I was personally involved in the settlements..."

Exhibit 1, ¶ 12, Ex. 1P.

Heller stated in the Motion of one of the Scientology organizations to Delay or Prevent the Taking of Certain Third Party Depositions by Plaintiffs, which was filed in the Corydon case on or about November 1, 1989, and supported by his declaration dated November 1, 1989:

> "One of the key ingredients to completing these settlements, insisted upon by all parties involved, was **strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences within the Church of Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members or parishioners...**" (underlining in original; bold added)

Exhibit 1, ¶ 12, Ex. 1Q.

One of the "third parties" the taking of whose deposition the

	Scientology organizations sought "to delay or prevent" was Armstrong. Exhibit 1, ¶ 12.
16. The Settlement Agreement provides in Paragraph 18(B) that the parties, "...acknowledge that they have not made any statement, representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein."	16. Undisputed. The provision is fraudulent, however, as to Armstrong, since CSI and/or its attorneys had entered into side agreements with Flynn to facilitate the overturning of Judge Breckenridge's decision and an agreement to not assist Armstrong in any future matter adverse any Scientology organization. Exhibit 1, ¶6, Exs. 1D, 1E.

Second Cause of Action: Abuse of Process

CROSS-DEFENDANT CSI'S MATERIAL FACTS AND ALLEGEDLY SUPPORTING EVIDENCE	CROSS-COMPLAINANT ARMSTRONG'S MATERIAL FACTS AND SUPPORTING EVIDENCE
17. The conduct alleged in paragraphs 13, 14, 15 through 24, 26, 27, 29, 30, 33 through 38, 40, 43 through 48 and 57 of the Amended Cross-Complaint ("Cross-Complaint") is alleged to have occurred prior to July 22, 1991. not suff disputed	17. Disputed. Paragraph 24 of the Cross-Complaint states that "The [Scientology organization] has continued from the date of the settlement to collect intelligence information on ARMSTRONG, to consider him as an enemy and to treat him as Fair Game." Paragraph 57 states that "ARMSTRONG has learned that MISCAVIGE possessed ARMSTRONG'S original artwork and manuscript after they were stolen from ARMSTRONG'S car in 1984." Armstrong learned this fact from Vicki Aznaran in 1992.

	Cross-Complaint, ¶¶ 24, 57; Exhibit 1, ¶ 14.
18. The conduct alleged in paragraphs 49, 51, and 55 of the Cross-Complaint does not include conduct which invoked the process of any court.	18. Disputed. The conduct alleged in paragraphs 49, 51, and 55 of the Cross-Complaint includes conduct which invoked the process of courts. Armstrong's dream refered to in ¶ 49 of the Cross-Complaint was improperly used by Scientology to attack Armstrong's reputation in Armstrong I. After the document had been specifically sealed by Judge Breckenridge, and then generally sealed with the rest of the Court file at the time of the settlement, Scientology sent it to its South African lawyers to assassinate Armstrong's reputation in the case of Nothling v. Scientology.

	Exhibit 1, ¶ 15. Each of CSI's Exhibits, Armstrong's Exhibits, and every document filed in this court and every other court relating to Scientology's litigation practices.
19. Armstrong began working for attorney Joseph Yanny as a paralegal on the case of Aznaran v. Church of Scientology of California, et al., United States District Court for the Central District of California, No. CV 88-1786 JMI (Ex) (the "Aznaran case") on or about July 15, 1991. Disputed	19. Disputed. Armstrong was never asked by Mr. Yanny to be a paralegal for him on the Aznaran case, nor paid by Mr. Yanny to be a paralegal for him on the Aznaran case, and he was never a paralegal for Mr. Yanny at any time on the Aznaran case. The only thing Armstrong did on the Aznaran case on or about July, 16, 1991 which had anything to do with Mr. Yanny was to write and/or execute two declarations as a percipient witness to the organization's obstruction of

	justice and abuse of process and to a telephone conversation. Exhibit 1, ¶ 13.
20. The only declarations filed in the Aznaran case which mention Armstrong are: a. Declaration of Laurie J. Bartilson dated August 23, 1991. b. Declaration of Laurie J. Bartilson dated August 26, 1991. c. Declaration of Lynn R. Farny dated August 26, 1991. d. Declaration of Laurie J. Bartilson dated September 3, 1991. e. Declaration of August Murphy dated September 4, 1991.	20. Disputed. Scientology organization declarations which mention Armstrong and are filed in the Aznaran case, in addition to those listed by CSI, include at least: a. Declaration of Sam Brown dated August 26, 1991. b. Declaration of Laurie J. Bartilson dated August 30, 1991. c. Declaration of Kenneth Long dated September 10, 1991. d. Declaration of Peter M. Jacobs dated October 7, 1991. e. Declaration of Lawrence Heller dated November 12, 1991.

not suff disputed

	f. *Declaration of Laurie J. Bartilson* dated March 16, 1992. Exhibit 2 , Declaration of Ford Greene.
21. Armstrong filed declarations in the *Aznaran* case on August 26, 1991 and September 3, 1991, which discussed his alleged experiences in the Church. VD	21. Disputed. Armstrong filed a declaration in the *Aznaran* case on September 4, 1991. The only statement Armstrong made concerning his "alleged experiences in the Church" was "I was a Scientologist and held many positions in many sectors of Scientology, hereinafter referred to as "the organization," from 1969 to 1981." Exhibit 1, ¶ 16, Ex. 1R.
22. The Settlement Agreement provides that the Los Angeles Superior Court has continuing	22. Undisputed.

jurisdiction to enforce the Settlement Agreement in the event of a breach.	
23. In September, 1993, the Church learned of Armstrong's filing of declarations in the Aznaran case. Church counsel determined that these actions and others were violations of the Settlement Agreement.	23. Disputed. The Scientology organization learned of Armstrong's declarations being filed in the Aznaran case at least by August, 1991. Exhibit 2, ____________________
24. In December, 1991, the Church brought a motion to enforce the Settlement Agreement which alleged that Armstrong had breached the Agreement, and which sought damages and a permanent injunction against Armstrong. The sole purpose of this motion was to enforce the Settlement Agreement against Armstrong.	24. Disputed. One of the Scientology organizations' policies, written by Scientology founder L. Ron Hubbard, is called "Fair Game." The "Fair Game" policy states: "ENEMY - SP Order. Fair game. May be deprived of property or injured by any means by any Scientologist without any discipline of the

Dispute [illegible]

Disp. as to motivation otherwise UD

> Scientologist. May be tricked, sued or lied to or destroyed."

"SP Order" equates with a "Suppressive Person Declare," as published by CSI and other Scientology organizations.

Exhibit 1, ¶7, Ex. 1F.

In 1982, CSI published at least two Suppressive Person Declares, naming Armstrong a "Suppressive Person."

Exhibit 1, ¶ 8, Exs. 1G, 1H.

CSI has considered Armstrong a "Suppressive Person" since at least 1982.

Armstrong has been a target of CSI and the other Scientology organizations' "Fair Game" policy since at least 1982.

Exhibit 1, ¶¶ 8, 11.

One of the Scientology organizations' policies, written by L. Ron Hubbard and published in a Scientology book entitled Magazine Articles on Level 0 Checksheet, states:

> "The law can be used very easily to harass, and enough harassment on somebody who is simply on the thin edge anyway, well knowing he is not authorized, will generally be sufficient to cause his professional decease. If possible, of course, ruin him utterly."

Exhibit 1, ¶ 9, Ex. 1I.

The policies of L. Ron Hubbard are designated and labeled by the Scientology organizations as "scripture."

The policies of L. Ron Hubbard must be followed exactly by all staff members of all Scientology organizations. Staff members of any Scientology organizations who do not comply with any policy of L. Ron Hubbard are subject to "ethics penalties." "Ethics penalties" may include being labeled a "Suppressive Person" and being targeted as "Fair Game."

Exhibit 1, ¶ 10.

CSI's purposes in its litigation against or in relation to Armstrong include, inter alia, to harass him and to ruin him utterly. CSI has acted to carry out its purposes of harassment and ruin in its litigation against or in relation to Armstrong without cessation since 1982.

Exhibit 1, ¶¶ 8, 9.

CSI obtained Armstrong's signature on the settlement agreement by duress and fraud. The Scientology organization subjected Michael Flynn, Armstrong's attorney in Armstrong I, to Fair Game from 1979 until 1986 prior to entering into negotiations with him that resulted in the settlement agreement Flynn and Armstrong signed. Armstrong worked in Flynn's law office and was aware of approximately a dozen lawsuits filed against him by Scientology, several bar complaints, a "black propaganda" campaign against him in the courts and media, and an effort to have him charged with forging a check for $2,000,000 on one of L. Ron Hubbard's bank accounts.

Exhibit 1, ¶ 11.

Armstrong learned from Flynn after the settlement that CSI and/or other Scientology organizations entered into a contract with Flynn which prevented him from assisting Armstrong in any future litigation adverse to any of the Scientology organizations. Armstrong also learned after the settlement that CSI and/or other Scientology organizations entered into a contract with Julia Dragojevic and Bruce Bunch, Armstrong's other attorneys, which prevented them from assisting Armstrong in any future litigation adverse to any of the Scientology organizations. CSI and/or other Scientology organizations entered into additional contracts with Flynn, unbeknownst to

Armstrong, which were designed to facilitate the Scientology organizations' overturning of the decision of Judge Breckenridge in Armstrong I. Armstrong's attorneys in Armstrong I have communicated to him that they are unwilling to assist Armstrong in CSI's lawsuits attempting to enforce the settlement agreement for fear of reprisals from the Scientology organization.

Exhibit 1, ¶ 6, Exs. 1D, 1E.

The purpose of the settlement agreement was the obstruction of justice.

Exhibit 1, ¶ 2, Ex. 1A at p.4, ¶ 8, p.22, ¶ 46.

The purpose of the motion to enforce the settlement agreement was to effectuate the obstruction of justice by harassing and ruining Armstrong and make an example of him. Judge Geernaert stated during the hearing on the motion to enforce:

> "So my belief is, Judge Breckenridge, being a very careful judge, follows about the same practice and if he had been presented that whole agreement and if he had been asked to order its performance, he would have dug his feet in because that is one....of the most ambiguous, one-sided agreements I have ever read. And I would not have ordered the enforcement of hardly any of the terms had I been asked to, even on the threat that, okay, the case is not settled.

	I know we like to settle cases. But we don't like to settle cases and, in effect, prostrate the court system into making an order which is not fair or in the public interest." Exhibit 1 ¶¶ 2,3,17, Exs. 1A, 1B, 1S at 52:7-19.
25. In December, 1991, the Court denied the Church's motion to enforce the Settlement Agreement on the ground that the Settlement Agreement itself was insufficient to confer continuing jurisdiction upon the Court.	25. Disputed. On December 23, 1991, the Court stated "So basically, I am concluding, I think, that 664.6 does not grant this Court jurisdiction over Mr. Armstrong personally or jurisdiction to, quote" enforce the agreement; nor does 127(A)4 in that there was never an order by Judge Breckenridge requiring the parties to perform the agreement. My belief is that

had he been asked to do so, he would have declained even on pain of having the settlement blow up because that is just another four lawsuits waiting to happen, in my experience, when you have an agreement like this. ... This first motion (to enforce the settlement agreement) is denied on the basis that Judge Breckenridge did not sign an order or make an order requiring the parties to perform the document entitled "mutual Release of all Claims and Settlement Agreement"; nor did Judge Breckenridge sign any order reserving jurisdiction in the Court in this case to enforce said agreement."

CSI's Exhibit G, Reporter's Transcript of Proceedings, 63:5-15; 63:22-27.

26. In February, 1992, the Church filed the Complaint herein, seeking damages and a preliminary and permanent injunction for Armstrong's breaches of the Settlement Agreement.	Undisputed
27. Judge Dufficy ordered this action moved from Marin County to Los Angeles County, but only after issuing a temporary restraining order prohibiting Armstrong from further breaching the Settlement Agreement. UD	27. Disputed. The temporary restraining orders signed by Judge Dufficy say nothing about prohibiting Armstrong from further breaching the settlement agreement, and were issued to maintain what Judge Dufficy perceived as the status quo only. CSI's Exhibits H and I; Transcript of procedings March __, 1992______________________
28. Before the file in this case was moved to Los Angeles, but after the TRO was issued,	28. Disputed. Before the file in this case was moved to Los Angeles, but

Armstrong discussed his experiences with the Church for hours with attorneys for litigants against protected entities, and gave interviews to the press in which he also disclosed his experiences with the Church.

after the TRO was issued, Armstrong did not discuss his experiences with the Scientology organization for hours with attorneys for litigants against protected entities.

Exhibit 1, ¶ 18.

What Armstrong is alleged by CSI to have stated to Cable Network News on March 20, 1992 is "I'm an expert in the misrepresentations Hubbard has made about himself from the beginning of Dianetics until the day he died." Such a statement is not a disclosure of Armstrong's experiences with the Scientology organization.

Exhibit 1, ¶ 19, Ex. 1T at p. 1.

29. The TRO issued by Judge Dufficy provided that Armstrong and his agents were enjoined from violating the Settlement Agreement, including the following provisions, "2. Armstrong is restrained from violating Paragraph 7(D) which prohibits Armstrong from creating or publishing books or magazine articles, disclosing his experiences with Scientology, and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations listed in paragraph 1 of the Agreement ("Scientology organizations") affiliated therewith, disclosing documents identified in Exhibit A to the Settlement Agreement, including films,	29. Disputed. Armstrong realleges and incorporates his material facts and supporting evidence in no. 24 above. The purpose of the Order to Show Cause Re Contempt that CSI sought was also to harass and ruin Armstrong so as to remove him as an impediment to the Scientology organization's obstruction of justice. Exhibit 1, ¶¶ 2,3,9, Ex. 1I.

tapes, photographs, recordings or variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the Scientology organizations;

"3. Defendant is restrained from violating the provisions of Paragraph 7(G) which prohibits Defendant from voluntarily assisting or cooperating with any person adverse to Scientology in any proceeding against any of the Scientology organizations, or from cooperating in any manner with any organizations aligned against Scientology;

"4. Defendant is restrained from violating the provisions of Paragraph 7(H) which prohibits Defendant from testifying or participating in judicial or administrative proceedings adverse to

Scientology or any of the Scientology organizations unless compelled to do so by subpoena or lawful process;

"5. Defendant is restrained from violating the provisions of Paragraph 7(H) which prohibits Defendant from assisting or advising anyone, including individuals, partnerships, associations, corporations, or governmental entities contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any of the Scientology organizations...."

As a result, the Church applied for an order to show cause re contempt, the sole purpose of which was to enforce the Settlement Agreement and the TRO.

30. The Marin Court did not rule on the merits of the Church's application for an order to show cause re contempt, but simply instructed the Church to re-file it in Los Angeles.	30. Disputed. The Marin Court stated "The Court granted the Motion to Transfer and granted an extension of 45 days on the Preliminary Injunction. All remaining motions were to be heard in Los Angeles County. Pursuant to that order, no further orders are to be submitted to this Court and there will be no further hearings scheduled regarding this matter." The Court granted the Motion to Transfer on March 20, 1992. CSI submitted its Application for an OSC Re Contempt to the Court on March 26, 1992. The Court did not permit CSI to file its Application. The Court did not instruct CSI to refile its Application in Los Angeles. Exhibit 1, ¶ 20, Exs. 1U, 1V,

	1W.
31. On May 28, 1992, the Honorable Ronald Sohigian issued a preliminary injunction enforcing the Settlement Agreement, finding, inter alia, that the Church had demonstrated a substantial probability of success on the merits, had been irreparably harmed by Armstrong's breaches, and that the earlier denial of the motion to enforce the settlement agreement on jurisdictional grounds did not preclude the bringing of the action.	31. Disputed. Judge Sohigian denied CSI's motion for a preliminary injunction as to all conditions of the settlement agreement; except that he enjoined Armstrong from assisting claimants or intended claimants in litigation against the Scientology organization. Nowhere does Judge Sohigian find or state that the Scientology organization "had been irreparably harmed by Armstrong's breaches." CSI's Exhibit K.
32. On May 16, 1994, the Second District Court of Appeal affirmed the order granting a preliminary injunction, which it held	32. Undisputed.

restrained "Armstrong's voluntary intermeddling in other litigation against [the] Church in violation of his own agreement."	
33. The case identified by Armstrong in the Amended Cross-Complaint, ¶ 50, is the case of Church of Scientology International v. Xanthos, et al., United States District Court for the Central District of California, Case No.91 4301 SUW (Tx) ("Xanthos").	33. Undisputed.
34. Xanthos is a complaint against numerous IRS agents for constitutional violations. The allegation that Armstrong aided the agents in their illegal and fruitless criminal investigations is plainly part of the constitutional violations alleged.	34. Disputed. The Xanthos complaint states that "The infiltration of the Church was planned as an undercover operation by the LA CID along with former Church member Gerald Armstrong, who planned to seed church files with forged documents which the IRS could then seize in a

	raid." This statement is false, and concerns matters which had been sealed at CSI's request in Armstrong I. CSI's Exhibit M at 14:3-7, Exhibit 1, ¶ 21.
35. In August, 1991, Armstrong began working for Ford Greene as a paralegal on the Aznaran case.	Undisputed

DATED: July 20, 1994

By:______________________________
FORD GREENE and PAUL MORANTZ
Attorneys for Cross-Complainant
GERALD ARMSTRONG

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare

1. I am making this declaration to provide certain facts to correct certain statements presented as material facts in the "Separate Statement of Undisputed Facts with Reference to Supporting Evidence in Support of Motion of Cross-Defendant Church of Scientology International for Summary Adjudication of Gerald Armstrong (sic); Does the Second and Third Causes of Action of the Amended Cross-Complaint."

2. Attached hereto as Exhibit A is a declaration I executed March 15, 1990 and filed in the Court of Appeal in support of a Petition for Permission to Respond in the appeal the Scientology organization took from the decision of Judge Paul G. Breckenridge, Jr. in the case of Scientology v. Armstrong, Los Angeles Superior Court Case No. C 420153 ("Armstrong I").

3. Attached hereto as Exhibit B is a declaration I executed December 25, 1990 and filed in the Court of Appeal in the Scientology organization's appeal in Armstrong I. These two declarations detail the organization's acts against me from the December, 1986 settlement to the date of their execution. I considered these acts in violation of the letter and spirit of that settlement.

4. I had fought hard, and survived much adversity and very threatening organization attacks from 1982 through 1986, just to be able to state the truth about my experiences in and knowledge of Scientology. Judge Breckenridge had stated in his Memorandum

of Intended Decision issued June 20, 1984 in Armstrong I, a copy of which is attached hereto as Exhibit C, that I was "free to speak or communicate upon any of [my] recollections of [my] life as a Scientologist or the contents of any exhibit received in evidence or marked for identification and not specifically ordered sealed." In signing the settlement agreement it was not my intention that this freedom would be taken away, and that the Scientology organization could thereafter attack me with impunity by characterizing me as a liar, criminal and agent provocateur. That is why it was completely logical to me that my attorney Michael Flynn, who participated in the settlement negotiations along with Scientology attorney Lawrence E. Heller, would and did state to me before I signed the settlement agreement that the provisions which prevented me from disclosing my experiences or communicating freely were "not worth the paper they're printed on; "they're unenforceable."

5. I also discussed with Mr. Flynn before signing the settlement agreement the fact that it prevented the Scientology organization from speaking out against me or disclosing my experiences in the organization. I based this on: (1) that I would never allow Scientology to slander me while I had to remain mute; and (2) because each of the "releases" within the settlement agreement was only up to the date of execution of the document. Therefore, my intent was that if any Scientology organization disclosed any information concerning me, I in turn would be automatically free to respond with my own statement of

my own experiences and knowledge. Nevertheless, I did seek peace with the organization, and did not respond to its attacks and disclosures until I was threatened several times, and knew I had to respond to not obstruct justice.

6. I did not know at the time of the settlement that Mr. Flynn had entered into separate agreements with Scientology's lawyers, copies of which are attached hereto as Exhibits D and E, that had the effect of facilitating the Scientology organizations' overturning of Judge Breckenridge's decision. These documents were disclosed by Scientology in the course of the appeal of Armstrong I. I also learned only after signing that Mr. Flynn, Julia Dragojevic and Bruce Bunch, all of whom represented me in Armstrong I, had signed similar settlement agreements which they said prevented them from assisting me in my defense of the organization's later efforts to enforce the settlement agreement. Prior to my signing the settlement agreement, Mr. Flynn indicated to me that "if anything happened in the future [he would] be there for me." Since the organization filed its various actions against me to enforce its settlement agreement, all three of my former attorneys have indicated in conversation that they would like to assist me against Scientology's lawsuits, but are afraid of reprisals from Scientology if they do so.

7. I was inside Scientology from 1969 through 1981, held many organization positions, and gained a knowledge of organization structure, policies and practices. Attached hereto

as Exhibit F is a policy I am familiar with written by L. Ron Hubbard entitled "Penalties for Lower Conditions." This document states what is commonly known as the "Fair Game Policy." I am familiar with the term "SP" or "Suppressive Person" and the term "SP Order." An "SP Order" is also know as an "SP Declare" or "Suppressive Person Declare."

8. Attached hereto as Exhibit G and H are two "Suppressive Person Declares" published by CSI in 1982, labeling me a "Suppressive Person." I am familiar with the way Scientologists and the organization view and treat "Suppressive Persons," and I know that pursuant to its policy I have been viewed and treated as a "Suppressive Person" without cessation from 1982 to the present.

9. I am familiar with one of the Scientology organizations' policies, written as an article entitled "Dissemination of Material" by L. Ron Hubbard and published in a Scientology book entitled Magazine Articles on Level O Checksheet. This article, a copy of which is attached hereto as Exhibit I, contains the direction:

> "The law can be used very easily to harass, and enough harassment on somebody who is simply on the thin edge anyway, well knowing he is not authorized, will generally be sufficient to cause his professional decease. If possible, of course, ruin him utterly."

I have been involved in Scientology-related litigations since 1982 and have observed that the direction and philosophy given by

Hubbard in this policy are completely consistent with the manner in which the Scientology organization has used the law in its cases against me.

10. I am familiar with the claim of the Scientology organization that its policies, including the above Exhibits F and I are religious "scripture." I am also familiar with policies that state that L. Ron Hubbard's policies must be followed exactly, and other policies which subject any staff members who do not comply with orders or policies to Various "ethics penalties." Such "ethics penalties" are many, are commonly assigned and enforced, and range up to and including labeling persons "Suppressive Persons," and targeting them for "Fair Game."

11. The concept of "Fair Game" is also applied to people who have never been staff members, but who are perceived as "enemies" of the organization. I was aware both while inside Scientology and after leaving that Michael Flynn was the target of "Fair Game." While working in his law office in 1985 and 1986 I became aware of approximately a dozen lawsuits filed against him by Scientology, several bar complaints, a "black propaganda" campaign against him in the courts and media, and an effort to have him charged with forging a check for $2,000,000 on one of L. Ron Hubbard's bank accounts. "Black propaganda" or "black PR" is a term Hubbard gave to the practice of destroying someone's reputation with lies originated from unknown sources. I have been the target of an international "black PR" campaign by

Scientology since 1982. The organization has falsely accused me of crimes, including crimes against humanity, of perversions, and has tried several times to have me jailed for things either never done or instigated by the organization itself. Attached hereto as Exhibits J, K, L, M, N and O are affidavits filed within a year after the settlement by organization employees Kenneth Long and Sheila Chaleff in the case of Scientology v. Miller & Penguin Books, in the High Court of Justice, London, United Kingdom, Case No. 6140. In these affidavits Scientology falsely accuses me of violations of various court orders and of being an "agent provocateur of the US government."

12. Attached hereto as Exhibit P is a declaration executed by Scientology attorney Lawrence E. Heller on or about November 1, 1989 and filed in the case of Corydon v.CSI, et al. Los Angeles Superior Court Case No. C 694 401. This declaration was filed in support of one of the Scientology organizations' Motion to Delay or Prevent the Taking of Certain Third Party Depositions by Plaintiffs, attached hereto as Exhibit Q, also filed in the Corydon case on or about November 1, 1989. I am familiar with these documents because I am one of the third parties whose deposition Scientology attempted to prevent, and because I attended the hearing in Corydon at which Scientology's motion was denied.

13. CSI and the other Scientology organizations have falsely claimed at various times that I worked for attorney Joseph Yanny as a paralegal on the case of Aznaran v. Church of

Scientology of California, et al., United States District Court for the Central District of California, No. CV 88-1786 JMI (Ex) (the "Aznaran case"). I was never asked by Mr. Yanny to be a paralegal for him on the Aznaran case. I was never paid by him to be a paralegal for him on the Aznaran case. And I was never a paralegal for Mr. Yanny at any time on the Aznaran case.
The only thing I did on the Aznaran case on or about July 16, 1991 which had anything to do with Mr. Yanny was to write and/or execute two declarations. I did so as a percipient witness to the organization's obstruction of justice and abuse of process stemming from its "settlement agreement" with me, and as a percipient witness to a telephone conversation.

14. A briefcase containing an original manuscript and drawings and other documents was stolen out of the trunk of my car when it was brokwn into in the fall of 1984. In 1992 I learned from Vicki Aznaran that David Miscavige, whom I know to be the head of all of Scientology, bragged to her of having my things and described my writings and drawings to her.

15. I had a dream in 1985, which the Scientology organization obtained through an intelligence operation it ran against me from 1982 to 1985. The organization filed the dream in Armstrong I for the purpose of embarrassing me and destroying my reputation. It had no relation to the issues in the Armstrong I case. The dream was specifically sealed by Judge Breckenridge during the pendency of the Armstrong I cross-complaint, and then generally sealed with the rest of the Court file at the time of

the settlement. In August, 1991 I learned while in South Africa that Scientology had sent it to its South African lawyers for use against me in the case of Malcolm Nothling v. Scientology in which I was to testify. Scientology's lawyers let Mr. Nothling's lawyers know that they had the dream and ridiculed me for having dreamed it.

16. Attached hereto as Exhibit R is a declaration I executed September 3, 1991, and which was filed September 4, 1991 in the Aznaran case.

17. Attached hereto as Exhibit S, are pages from the Reporter's Transcript of Proceedings at a hearing on December 23, 1991 in Armstrong I on Scientology's motion to enforce the settlement agreement. I was present when Judge Geernaert made the statement: "So my belief is, Judge Breckenridge, being a very careful judge, follows about the same practice and if he had been presented that whole agreement and if he had been asked to order its performance, he would have dug his feet in because that is one....of the most ambiguous, one-sided agreements I have ever read. And I would not have ordered the enforcement of hardly any of the terms had I been asked to, even on the threat that, okay, the case is not settled. I know we like to settle cases. But we don't like to settle cases and, in effect, prostrate the court system into making an order which is not fair or in the public interest."

18. CSI has alleged that before the file in this case was moved to Los Angeles, but after the TRO was issued, I discussed

my experiences with the Scientology organization for hours with attorneys for litigants against protected entities. CSI has not provided an accurate citation for this allegation. It is untrue.

19. Attached hereto as Exhibit T is a document purporting to be a transcript prepared by CSI of a news show "Headline News" on Cable News Network on March 20, 1992. This document is CSI's Exhibit C to its Verified Second Amended Complaint for Damages and for Preliminary and Permanent Injunctive Relief for Breach of Contract filed herein April 5, 1994.

20. I am familiar with the documents filed in the instant case. Attached hereto as Exhibit U is an order issued by Judge Michael B. Dufficy on March 27, 1992. Attached hereto as Exhibit V is a letter dated March 26, 1992 from Scientology attorney Andrew Wilson to Judge Dufficy. Attached hereto as Exhibit W is an order issued by Judge Michael B. Dufficy on March 20, 1992.

21. The Scientology organization has alleged in the press and in court many, many times since 1985 that I planned to plant forged documents in the organization and have them "found" in a government raid. This never happened. It is part of an intelligence operation the organization ran against me over many years, and still keeps live with its false allegations such as it has made about me the case of Church of Scientology International v. Xanthos, et al., United States District Court for the Central District of California, Case No.91 4301 SUW (Tx). The organization made the allegations in the Armstrong I case, which was sealed at its insistence.

22. Attached hereto as Exhibit X is a declaration I executed August 26, 1991. Exhibits I authenticated therein are a letter from L. Ron Hubbard to the FBI dated September 7, 1955, and a Technical Bulletin written by Hubbard Juky 22, 1956.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at San Anselmo, California, on July 20, 1994

GERALD ARMSTRONG

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I am the defendant in the case of Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C 420153. Attached hereto as Exhibit A is a copy of the Armstrong decision rendered by Judge Paul G. Breckenridge Jr. on June 20, 1984. A cross-complaint I filed against plaintiff Scientology organization and other Scientology organizations, hereinafter referred to as "the organization," was bifurcated from the underlying case on motion of the organization and did not go to trial as it settled on December 11, 1986. The settlement agreement included delivery of certain documents from the underlying case to the organization and allowed the organization to maintain its appeal from the Armstrong decision then pending in the California Court of Appeal, Second Appellate Division as No. B005912. On December 18, 1986 the Court of Appeal, whose decision is attached hereto as Exhibit B, dismissed the organization's appeal, reasoning that there would be no appealable final judgment until after trial of the cross-complaint.

2. On October 11, 1989 I was served at my home with a subpoena duces tecum, a copy of which is attached hereto as Exhibit C, in the case of Bent Corydon v. Church of Scientology International, Los Angeles Superior Court No. C 694401. The subpoena, issued by Toby Plevin, attorney for Mr. Corydon, orders my appearance to testify at a deposition and to produce the agreements, releases and any other documents relating to the settlement I had entered into with the organization.

3. Within a few days of service Ms. Plevin telephoned to confirm that the deposition venue was acceptable to me, to advise me that the

October 20 deposition date would probably be changed, and to ask me for alternative dates which would be convenient for me. We spoke two or three times by telephone over the next week or so to set or cancel dates. During one of our conversations she informed me that she had received "a threatening letter" concerning my deposition from attorney Larry Heller, who I knew to be an attorney of record for various Scientology-related organizations and individuals, and to have a supervisory role in virtually all the organization's legal matters. Ms. Plevin read me parts of Mr. Heller's letter in which he stated that it was inconceivable that I had any information relevant to Mr. Corydon's lawsuit, that Ms. Plevin was seeking to breach the settlement agreement by proceeding with my deposition, and that should my deposition ever go forward he would apply to the court for sanctions. It became apparent to me during this conversation with Ms. Plevin that I was very important to both sides in the Corydon litigation and that I was again intensely involved with the organization and could not avoid involvement.

4. On October 23 I received a telephone call from Mr. Heller. He stated that his client would seek a protective order to prevent the deposition from going forward but that it probably would anyway. He asked if I would have an attorney at the deposition, and I said that Michael Flynn (who had represented me in Armstrong) did not wish to be involved, that so far I did not have another attorney for the deposition, and that it was likely I would not. Mr. Heller then offered to have his client pay for an attorney for me to be present at the deposition. I asked if it could be an attorney of my choice, and he said that he didn't see any problem but would need to ensure that the attorney would do what his client wanted. He said that to maintain the settlement agreement I could only answer questions by court order, that I should refuse to answer the deposition questions and force Mr. Corydon to

get an order from the court compelling me to answer. I said I would have to think about the problem and get some advice. Mr. Heller gave me his phone numbers and asked me to call him back within two days.

5. Following my conversation with Mr. Heller I called my attorney Michael Flynn who had negotiated the settlement of my lawsuit and similar settlements on the same date for several other individuals. I informed him of Mr. Heller's offer and he said that Mr. Heller had called him earlier and offered to pay him to attend my deposition to prevent my testifying. Mr. Flynn said that he had refused the offer and reiterated that he did not wish to be involved in any way in Scientology-related litigation. I confirmed with him that nothing in the settlement agreement proscribed my obtaining assistance or advice from anyone currently involved in litigation against the organization.

6. I then called Ms. Plevin, told her of the organization's offer to pay for an attorney for me at the deposition, and asked her if she and Mr. Corydon could match the offer. She said that she is a sole practitioner, that she and Mr. Corydon are keeping the lawsuit going on a shoestring, and that they could not pay for my attorney. She said, moreover, that even if she and Mr. Corydon could afford it they would not pay for an attorney for me because it would be unethical.

7. On October 25 I called Mr. Heller to tell him I considered it inappropriate for the organization to pay for an attorney for me. He said he had a problem with me responding to deposition questions concerning such things as L. Ron Hubbard's misrepresentations or my period as Mr. Hubbard's archivist in the organization. He said he wanted to have an attorney present to instruct me not to answer such questions so that Mr. Corydon would have to move to compel an answer. He said that if the court

ordered sanctions for my refusal to answer his client would indemnify me. He said I had a contractual obligation to the organization, which it had paid a lot of money for, not to divulge confidential information, and that if I answered I would have breached the settlement agreement and may get sued. He said he recognized that I was in the middle and that my safest position was to refuse to answer, make Mr. Corydon bring a motion to compel and let the court be the final arbiter.

8. This and other threats, other events and circumstances following the settlement, and my present level of importance to and involvement with the organization have impelled me to write this declaration. It is my opinion that some of the settlement conditions are unenforceable, that the organization is attempting to enforce them in a manner which is inconsistent with the spirit of settlement, and that these conditions and their attempted enforcement consititute an on-going obstruction of justice and violation of my and others' First Amendment rights. The purpose of this declaration is to make known this situation, to demonstrate certain conditions' unenforceability, and to support an action to have them so adjudged by the court with jurisdiction to enforce the terms of the settlement agreement. I am also providing this declaration to parties and lawyers involved in the correction of legal abuses.

9. On November 1, 1989 Mr. Heller, on behalf of Author Services, Inc. (ASI), a defendant in Corydon, filed a motion "to Delay or Prevent the Taking of Certain Third Party Depositions," a copy of which is attached hereto as Exhibit D. At page 4 Mr. Heller states:

"One of the key ingredients to completing these settlements, insisted upon by all parties involved, was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences within the

Church of Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members or parishioners; and (3) the terms and conditions of the settlements themselves."

10. The complete text of the settlement ingredient Mr. Heller has capsulized, paragraph 7D, reads:

"Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the settlement, or statements made by either party during settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to $50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff."

11. It is my opinion that the conditions of this paragraph are unenforceable for two reasons: a. the organization's actions since the settlement have rendered them invalid; b. they are so broad and at the same time so restrictive that, even if the organization had not acted to invalidate them, they deny me, on their face, several inalienable rights and are therefore against public policy.

12. Paragraph 7B of the December 1986 settlement agreement reads in part:

"Plaintiff understands that by the execution of this release no further claims arising out of his experience with, or actions by, the Releasees, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the Releasees."

13. Paragraph 8 of the December 1986 settlement agreement reads:

"Plaintiff further agrees that he waives and relinquishes any right or claim arising out of the conduct of any defendant in this case to date, including any of the organizations, individuals or entities as set forth in Paragraph 1 above, and the named defendants waive and relinquish any right or claim arising out of the conduct of Plaintiff to date."

14. I am including these two paragraphs because they contain what to me is essential in the settlement agreement, and they show that my rights arising out of the conduct of the organization following the settlement are not waived or relinquished.

15. Sometime in the fall of 1987 I received a copy of a document, pages 11, 12, 18 and 29 from which are attached hereto as Exhibit E, created and circulated by the organization to discredit Bent Corydon who had written a book entitled L. Ron Hubbard, Messiah or Madman? which had been published in August that year. Mr. Corydon had interviewed me several months before the settlement and had used some of my statements from the interview, my trial testimony in Armstrong, and from declarations I had written during the pre-settlement litigation in his book.

16. At page 29 of their retort the organization states:

"Corydon has used a description of the RPF provided by Gerry Armstrong, among others. Armstrong's description in this book,however, is completely contrary to his own previous sworn affidavit about the RPF.

"Gerry Armstrong's description of the RPF in Corydon's book can also be viewed in light of Armstrong's numerous false claims and lies on other subject matters. See chapter on Corydon as an "author" for further information on Gerry Armstrong's incompetence as a researcher."

17. The chapter on Mr. Corydon as author contains the statement at page 12:

"Gerry Armstrong, another one of Corydon's main sources in the book, claims that L. Ron Hubbard " ... did not spend several years throughout Asia," and that Mr. Hubbard's total time in Asia was "a few weeks."

L. Ron Hubbard, in fact, was in Asia and the Orient several times during a three-year period , during which his travels were quite extensive."

These paragraphs concern my experiences in the organization as Mr. Hubbard's archivist and biographical researcher and my knowledge of Mr. Hubbard's history, and I consider that I have a right to reply.

18. The organization states at page 18 of its retort:

"Homer [Schomer] had testified in 1984 in a court case brought by the Church of Scientology against Gerald Armstrong (a former staff member who had stolen valuable documents from Church archives).

In the Christofferson case, Schomer admitted to having committed perjury in the previous Armstrong case."

I believe the organization is in violation of the settlement agreement by discussing the Armstrong case.

19. The organization states at page 11 of its retort:

"Corydon goes on to say that tens of millions of dollars paid for services delivered to Church members at the Flag organization were channeled into Hubbard's personal accounts.

There is no documentation to support this statement by Corydon. In fact, his claims are based on nothing more than hearsay, rumor and lies gathered from a small cabal of thieves, perjurers and disreputable sources."

While working on a project for Mr. Hubbard I acquired the knowledge that millions of dollars of organization money had been channeled into his accounts, I wrote a number of declarations containing this information after leaving the organization, and I know the other individuals who had this and similar knowledge and who were Mr. Corydon's sources for his statement. To denominate us "a small cabal of thieves, perjurers and disreputable sources" I believe is scandalous.

20. On October 7, 1987 I received a call from Michael Flynn who relayed to me a message from Earle C. Cooley, one of the organization's principal attorneys, concerning the then proceeding trial in London, England of a lawsuit the organization had brought against a writer, Russell Miller. Mr. Miller had interviewed me in Boston, Massachusetts in 1986, some months before the December settlement, for a biography of L. Ron Hubbard. According to Mr. Flynn, Mr. Cooley stated that it had been disclosed during the trial that Mr. Miller possessed documents in violation of sealing orders in Armstrong, and he threatened that if I talked to any of the attorneys or parties involved in the trial the organization would view it as a breach of the settlement agreement.

21. In early 1988 I received copies of various documents, attached hereto as Exhibits F to K, from the case of Church of Scientology of California v. Russell Miller & Penguin Books Limited in the High Court of Justice, Case No. 6140. The organization had unsuccessfully sought pre-publication suppression of Mr. Miller's book, which he titled Bare-Faced Messiah, and it was published and distributed immediately following the October 1987 trial.

22. Attached hereto as Exhibit F is a copy of an affidavit of Kenneth David Long dated October 5, 1987, and the exhibits or partial exhibits thereto that so far I have in my possession. The purpose of Mr. Long's affidavit, as it relates to me, was to try to convince the English Court that I had provided documents to Mr. Miller in violation of various California Courts' sealing orders.

23. In pages 3 through 8 Mr. Long gives the organization's version of my job description and actions as Mr. Hubbard's biography researcher and archivist, the contracting of Omar V. Garrison to write the biography, and the procedural history in Armstrong from the filing of the complaint up to the settlement. At page 9 Mr. Long states that "following the trial the Church sought and obtained a series of sealing orders which effectively maintained the sealing of the trial exhibits right up to and including December 1986." He then identifies a number of documents Mr. Miller had quoted from in Bare-Faced Messiah: Mr. Hubbard's Boy Scout Diary, a letter to Mr. Hubbard from his mother, a letter from Mr. Hubbard to his first wife, Polly, a letter to the Cape Cod Instrument Company, a journal Mr. Hubbard kept while in the navy, three diaries from 1927 to 1929, and Mr. Hubbard's "Tentative Constitution for Rhodesia." Mr. Long also states that each of these documents "has never been unsealed or made available to the general public."

24. At page 13 of his affidavit Mr. Long, without providing any further elucidation, states, "I also know that Mr. Armstrong refused to obey an order of the court, and retained possession of documents which he had been ordered to surrender to the court for safekeeping under seal." He then concludes that "it is my belief that the documents quoted and paraphrased in Mr. Miller's manuscript were furnished to Mr. Miller by Mr. Armstrong, and that they could not have been furnished to Mr. Miller by anyone else as no one else other than Mr. Armstrong had access to these documents."

25. The exhibits Mr. Long identified and appended to his affidavit included the following:

a. A copy of my W-2 Wage and Tax Statements for 1977 and 1978. This document, which I have attached to Mr. Long's affidavit, shows the court's exhibit sticker indicating it was admitted into evidence in Armstrong.

b. A copy of an affidavit I executed on April 12, 1980 while in the organization. This document, the first page of which I have attached to Mr. Long's affidavit, was also admitted into evidence in Armstrong.

c. A copy of my petition to Mr. Hubbard to assemble his archives for a biography. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

d. A non-disclosure and release bond executed by me on March 18, 1977. This document, the first page of which I have attached to Mr. Long's affidavit, shows the court's exhibit sticker indicating it was admitted into evidence in Armstrong.

e. A copy of my dispatch of February 22, 1980. This document, which is presently unavailable to me was admitted into evidence in Armstrong.

f. A copy of my dispatch of May 14, 1980. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

g. A copy of the agreement dated October 30, 1980 between Omar Garrison and AOSH DK Publications. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

h. A copy of a letter of November 14, 1980 from AOSH DK Publications regarding the Hubbard biography project. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

i. A copy of a resolution adopted by the organization's board of directors providing an assistant to Mr. Garrison. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

j. A copy of my letter of December 12, 1981 resigning from my position as Mr. Hubbard's researcher. This document, which is presently unavailable to me, was admitted into evidence in Armstrong.

k. A copy of pages 313 to 323 of my deposition testimony of August 1, 1986 in the case of Michael J. Flynn v. Church of Scientology International in the US District Court Central District of California, Case No. CV8504853R. I have attached these pages as an exhibit to Mr. Long's affidavit herewith.

26. Attached hereto as Exhibit G is a copy of a second affidavit of Mr. Long dated October 5, 1987 which was filed in the Miller case. In pages 2 through 16 of this affidavit Mr. Long again reviews the Armstrong litigation, expands his analysis of the case's various sealing orders, and again designates several documents he claims I gave Mr. Miller in contravention of those orders.

27. At page 9 of his affidavit Mr. Long identifies three diaries written by Mr. Hubbard between 1927 and 1929 and charges that Mr. Miller or Jonathan Caven-Atack, who had assisted Miller with his research, possessed them in violation of a sealing order in Armstrong. Mr. Long goes on to state at page 10: "I am certain that the only possible source for the diaries attached by Mr. Caven-Atack as Exhibit JC-A4 is Mr. Armstrong and/or his counsel."

28. In pages 11 to 15 of his affidavit Mr. Long describes a letter to Mr. Hubbard from his mother, Mr. Hubbard's Boy Scout diary, and a letter from Mr. Hubbard to his first wife, Polly, and alleges that Mr. Miller or Mr. Caven-Atack obtained these documents from me in violation of the Court's sealing orders.

29. At page 16 Mr. Long describes three letters from Mr. Hubbard to Helen O'Brien and goes on to state: "All three of these letters were surrendered to the Clerk of the Court by Mr. Armstrong and his counsel in September 1982, and all remained under seal until they were returned to the Church in December 1986. Mr. Miller's inclusion of the information cited herein clearly shows additional breaches of confidence and violation of the orders issued by the California courts."

30. I consider that Mr. Long's assertions of what documents were sealed, when they were sealed and where they originated are erroneous, and his conclusion that I had violated the Los Angeles Superior Court's sealing orders fallacious.

31. Attached hereto as Exhibit H is a copy of a third affidavit of Mr. Long dated October 5, 1987 and filed in the Miller case. At page 4 Mr. Long repeats his accusation that "the evidence is irrefutable that the great majority of these biographical documents were obtained by Mr. Caven-Atack and Mr. Miller in violation of court sealing orders." And he states: "Gerald Armstrong has been an admitted agent provocateur of the U.S. Federal Government who planned to plant forged documents in Church files which would then be "found" by Federal officials in subsequent investigation as evidence of criminal activity."

32. Attached hereto as Exhibit I is a copy of pages 1 and 4 of an affidavit of Sheila MacDonald Chaleff dated October 5, 1987 which was filed in Miller. I do not at present have pages 2 and 3. Ms. Chaleff, whom I do not know, states at page 4: "Mr. Armstrong is known to me to be a US government informant who has admitted on video tape that he intended to plant forged documents within the Church of Scientology and then using the

contents to get the Church raided where these forged documents would be found and used against the Church."

33. Attached hereto as Exhibit J is a copy of an affidavit of Mr. Long dated October 7, 1987 and filed in Miller. The copy I have is missing a page at paragraphs 4 to 7. At paragraph 2 Mr. Long describes his responsibilities:

"I have been deeply involved in the litigation of (Armstrong) since the inception of that litigation on August 2, 1982. During the course of my participation in that litigation, I personally inventoried the materials surrendered pursuant to court order to the Clerk of the Los Angeles Superior Court in September 1982 by Gerald Armstrong and his counsel. I also attended almost every deposition and/or pre-trial proceeding held in that case, and was present as an assistent to counsel throughout each day of the trials proceedings in May and June, 1984." At paragraph 7 Mr. Long concludes: "There is no legal way that Mr. Armstrong, Mr. Miller and/or Mr. Newman could have possession of these materials."

34. At paragraph 9 Mr. Long identifies a document he has written entitled "A Chronological History of Major Armstrong Case Orders," and at paragraph 10 he describes the security operation he and a staff maintained throughout the life of the Armstrong documents as their fate was decided by various courts:

"...I maintained, along with my staff, a daily check with each court in which a temporary stay order was pending in order to ensure that I learned the minute a ruling was issued. So before the trial court received any order vacating a sealing order, the Church obtained another order sealing them up again. In actuality, it took 3-5 days for the trial court to receive a vacating order from the Higher Court and before rescript I would personally hand deliver a new stay order. In addition, I also had my staff maintain a watch over the area of the court where these documents were kept during each so called "window" period and no one viewed and/or copied the materials." Mr. Long concludes that"(t)here can be no doubt that the documents in issue herein, no matter through whom they were funneled to Mr. Miller, originated from Mr. Armstrong, in violation of court orders."

35. At paragraph 15 Mr. Long argues the matter of the Helen O'Brien letters:

"Gerald Armstrong was the only person that had these letters and he knowingly violated several court orders -- the August 24, 1982 court order to turn in all materials to the court and the June 20, 1984 court order sealing the documents. He obviously didn't keep them sealed since Mr. Newman and Mr. Miller have copies and he didn't turn in all copies of the letters when ordered, since as a condition of settlement Mr. Armstrong turned in any materials he had concerning LRH or the Church. I personally inspected the documents he turned in in January 1987 and among them were the three Helen O'Brien letters, letters that he was ordered to turn into the court."

36. The text of the settlement agreement relating to documents, Paragraphs 7E and 7L, reads:

"E. With exception to the items specified in Paragraph 7L, Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this Agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix "A" to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any other purpose concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family or his estate. In addition to the documents and other items to be returned to the Church of Scientology International listed above and in Appendix "A", Plaintiff agrees to return the following:

(a) All originals and copies of the manuscript for the work "Excalibur" written by L. Ron Hubbard;

(b) All originals and copies of documents commonly known as the "Affirmations" written by L. Ron Hubbard; and

(c) All documents and other items surrendered to the Court by Plaintiff and his attorneys pursuant to Judge Cole's orders of August 24, 1982 and September 4, 1982 and all documents and other items taken by the Plaintiff from either the Church of Scientology or Omar Garrison. This includes all documents and other items entered into evidence or marked for identification in Church of Scientology of California v. Gerald Armstrong, Case No. C 420 153. Plaintiff and his attorney will execute a Joint Stipulation or such other documents as are necessary to obtain these documents from the Court. In the event any documents or other items are no longer in the custody or control of the Los Angeles Superior Court, Plaintiff and his counsel will assist the Church in recovering these documents as quickly as possible.

including but not limited to those tapes and other documents now in the possession of the United States District Court in the case of United States v. Zolin, Case No. CV 85-0440-HLH(Tx), presently in the Ninth Circuit Court of Appeals. In the event any of these documents are currently lodged with the Court of Appeal, Plaintiff and his attorneys will cooperate in recovering those documents as soon as the Court of Appeal issues a decision on the pending appeal."

L. Notwithstanding the provisions of Paragraph 7(E) above, Plaintiff shall be entitled to retain any artwork created by him which concerns or relates to the religion of Scientology, L. Ron Hubbard or any of the organizations, individuals or entities listed in Paragraph 1 above provided that such artwork never be disclosed either directly or indirectly, to anyone. In the event of a disclosure in breach of this Paragraph 7(L), Plaintiff shall be subject to the liquidated damages and constructive trust provisions of Paragraph 7(D) for each such breach."

37. I believe the provisions of Paragraphs 7E and 7L are unenforceable because the organization has itself violated the intent of the settlement agreement by acting improperly with the documents entrusted to it, by its own violations of sealing orders, and by its failure to deliver to me my documents in reciprocity.

38. Attached hereto as Exhibit K is a copy of an affidavit of Mr. Long dated October 8, 1987 and filed in Miller. Mr. Long responds to explanations in additional affidavits of Mr. Miller and Mr. Caven-Atack concerning sources and routes for their Hubbard documents. Mr. Long concludes again that "there is no doubt that the documents in question in the suit were improperly obtained in violation of Court Orders and in Breach of Confidence." He also quotes in his affidavit from the transcript of a hearing

of April 23, 1984 in Armstrong, a declaration of Michael Flynn from "another church case," and a comment of my lawyer Julia Dragojevic at a deposition of Homer Schomer.

39. Mr. Long also identifies, produces and quotes from an affidavit of mine dated March 7, 1986, a copy of which I have attached hereto as Exhibit L. This affidavit was filed in Tonja Burden v. Church of Scientology of California, et al. U.S. District Court, Middle District of Florida, Tampa Division, Case No. 80-501-Civ-T-17. The organization settled this case in 1986 and had the case file sealed.

40. On December 21, 1988 I received a call from Michael Flynn who relayed a message from Michael Lee Hertzberg, one of the organization's leading lawyers. Paul Morantz, Bent Corydon's attorney in one or another case, filed a motion to unseal the Armstrong court file. Judge Geernaert, who had inherited the Armstrong file after Judge Breckenridge retired, allowed the unsealing. The organization had 30 days to appeal. They wanted me to file a pleading to keep the court file sealed. They said that otherwise the "pig document" would come out. (This document, which was specifically sealed by Judge Breckenridge, was a recitation of a dream I had in 1985.) They also stated that if I didn't file something it would unsettle the settlement. They said they have a case on point. They said it would be bad for me. I could have to give the (settlement) money back. Mr. Flynn translated the facts to me: "It's a veiled threat." I said my decision at that time was to do nothing.

41. On December 22, 1988 Mr. Flynn called to tell me he had received the organization's petition for a writ of supersedeas. He said the case Mr. Hertzberg had been citing regarding unsettling the settlement involved a doctor who molested a minor patient. As part of the settlement

the file was sealed. Mr. Flynn said he was unsure how the case applies to what the organization wanted me to do. He said the court didn't get to the point of dealing with unsettling the settlement. I said I would still do nothing.

42. On December 27, 1988 I again spoke by telephone with Mr. Flynn who had himself spoken to lawyers on both sides of Mr. Corydon's litigation. This is what I considered relevant at the time: Following Judge Geernaert's unsealing of the Armstrong court file, the organization filed a petition for a writ of supersedeas claiming the sealing of the file was consideration for settlement. In his response Paul Morantz filed some settlement documents, a notary seal from the State of Pennsylvania on which identified Bill Franks, like me a former organization executive and witness in various organization-related cases, as their source. Mr. Franks had sent the documents to a lawyer to look at and the lawyer gave them to another lawyer who gave them to Mr. Morantz. The organization reacted. They claimed to have "the smoking gun," the proof of settlement violations. They charged that there are numerous breaches: they knew last summer that Mr. Franks had spent time with the Aznarans (who I understood to be organization executives who had recently defected and had sued the organization); and they had some instance of Homer Schomer doing something three weeks before. Mr. Flynn advised me he was going to file a pleading to say that the settlement documents should remain sealed. I said I felt the court file should be unsealed and almost certainly would be at some point, but that I wouldn't do anything at that time. Around November 15, 1989 I received from Ms. Plevin a copy of a document entitled "Response of Gerald Armstrong to Opposition Filed By Real Party in Interest, Bent Corydon" which is attached hereto as Exhibit M.

43. On November 18, 1989 I received a copy of a videotape of me edited from illegal videotapes made in 1984 by organization operatives and used thereafter against me. This copy had been given to the London Sunday Times, along with a package of documents concerning me which I do not yet have, in late 1987 or early 1988. Taped to the cassette is the business card of Eugene M. Ingram, the organization's private detective who set up the illegal videotaping. A copy of one side of the video cassette showing Mr. Ingram's card is attached hereto as Exhibit N.

44. On November 20, 1989 I received a call from Mr. Heller who said he wanted to talk me into giving the organization a declaration. He said Homer Schomer, who had also been subpoenaed to testify at a deposition in Corydon, had given them a declaration. Mr. Heller said it was very simple and straightforward, just two things: that I'd had either no or minimal contact with Mr. Corydon in the organization; and that subsequent to leaving I had received no information regarding him. Mr. Heller said that my signing a declaration to help ensure the deposition doesn't go forward would be of assistance to the organization and me. He said we would both have hassles if my deposition goes forward. I told Mr. Heller that it would be inappropriate and I couldn't give him the declaration. I said that I know Mr Corydon quite well. Mr. Heller said that the organization and he did not see me as a relevant witness but a way for Corydon's attorneys to leverage a settlement. I said I saw myself as a relevant witness. I said, "From everything I've seen that's going on and everything I've heard that's going on and knowing my history and the issues I cannot see ducking (the deposition) at all. The truthful declaration would be that I would see that my experiences and my knowledge of Bent would be relevant to his case." Mr. Heller said that if I thought I would be helping Bent Corydon by

appearing, I might, but that for sure he would never help me. He said only the organization would ever help me. He stated that I should assist the organization because it had honored its agreement. He said that the organization had signed a non-disclosure agreement as well and as far as he knew had lived up to its agreement. When I paused in answering he said that if there had been any violations he wanted to know and he would rectify the problem. I said, "I think you could check with Ken Long on what has been done regarding Gerald Armstrong subsequent to the settlement. Just get from him everything that's been filed regarding Armstrong, all his declarations regarding me, all the so-called false report corrections that have been put out subsequent to the settlement, any time the so-called "Armstrong Operation" videotape has been used subsequent to the settlement." Mr. Heller reiterated at the end of our conversation that if I start to testify, for example about the Hubbard biography project, or things he and the organization consider irrelevant, they will carefully examine their rights as to what action they will take. He said he strongly suggested that I refuse to answer subject to attorney instruction. He said I had a contractual obligation as far as he could tell.

45. The provisions of the settlement agreement relating to testifying, Paragraphs 7G and 7H, read:

G. Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any proceeding against any of the Scientology organizations, individuals, or entities listed in Paragraph 1 above. Plaintiff also agrees that he will not cooperate in any manner with any organization aligned against Scientology.

H. Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make himself amenable to service of any such subpoena in an manner which invalidates the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with anyone other than members of his immediate family. As provided hereinafter in Paragraph 18(d), the contents of this Agreement may not be disclosed."

46. It is my opinion that these provisions are unenforceable because the organization is using them in a coercive and obstructive manner, because on their face they deny equal justice to anyone who would engage the organization legally, and because they are suppressive of several basic rights: speech, assembly, safety, happiness.

47. On November 30, 1989 I attended a hearing in Corydon of the organization's motion to prevent my deposition from going forward before Judge Norman Epstein in the Los Angeles Superior Court. Judge Epstein ruled that the deposition would go forward and it is now set for April 12 and 13, 1990.

48. While at the hearing I was served with a subpoena duces tecum, a copy of which is attached hereto as Exhibit O, ordering me to appear as a witness in the trial of Religious Technology Center, et al. v. Joseph Yanney, et al., Los Angeles Superior Court Case No. C690211. The subpoena also orders the production of the settlement agreement. The Yanney trial is at this date proceeding before Judge Raymond Cardenas in department 41.

49. On January 18, 1990 I received from Flynn, Sheridan and Tabb, the law firm which had represented me in Armstrong, a copy of a new appeal, No. B025920, which the organization had filed on December 21, 1989

in Division Three of the Second Appellate District in the California Court of Appeal. In this appeal the organization seeks a reversal of the Breckenridge decision (Exhibit A).

50. On January 30, 1990 I received from Flynn, Sheridan & Tabb the "Reply Brief of Appellants and Response to Cross-Appeal" filed in Division Four of the Second Appellate District in the Court of Appeal in a case entitled Church of Scientology of California and Mary Sue Hubbard, Appellants, against Gerald Armstrong, Defendant; Bent Corydon, Appellee, Civ. No. B038975. In this appeal the organization is seeking a reversal of Judge Geernaert's decision unsealing the Armstrong case file.

51. On February 15, 1990 I received a telephone call from attorney Michael Tabb, a partner of Michael Flynn, who said that he had been called by Larry Heller who told him that the organization considered I had violated the settlement agreement by being in the courthouse to be served in Yanney, that they intended to prove it, and that I would be sued.

52. On February 20, 1990 I executed a document I titled "Respondent's Petition for Permission to File Response and for an Extension of Time to File Response," a copy of which is attached hereto as Exhibit P, and had it mailed to the Court of Appeal. The document was filed in the Armstrong appeal, No. B025920, in Division Three on February 28.

53. On February 21, 1990 I executed a document I titled "Defendant's Petition for Permission to File Response and for Time to File," a copy of which is attached hereto as Exhibit Q, and had it mailed to the Court of Appeal. This document was filed in the Corydon appeal, No. B038975, in Division Four on March 1.

54. At some point the Court of Appeal unsealed the settlement agreement, which I had attached as a sealed exhibit to my two petitions, and which I have attached hereto as Exhibit R.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this fifteenth day of March, 1990 at Oakland, California.

G.

Gerald Armstrong

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I am the defendant and cross-complainant in the case of Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C420153. I have been involved in litigation with various Scientology entities, hereinafter referred to as "the organization," since 1982. Until December 1986 I was represented in this litigation by the law firms of Flynn, Joyce & Sheridan (now Flynn, Sheridan & Tabb) in Boston, Massachusetts and Contos & Bunch in Woodland Hills, California. Michael Flynn, my attorney in Armstrong was the prime mover in much of the organization-related litigation throughout the U.S.

2. The legal battle waged by the organization was abusive, menacing and debilitative. The organization sued Mr. Flynn or his firm many times, filed countless false sworn statements about Mr. Flynn and me, and attempted to frame both of us and bring false criminal charges against us.

3. At the beginning of December 1986 an agreement was reached in Los Angeles between the organization and Mr. Flynn to settle most of the cases in which he had been involved either as counsel or party. I was then working in the Flynn, Joyce & Sheridan firm, so was aware that settlement talks were occurring, and I had reached an agreement with Mr. Flynn on a monetary figure to settle my lawsuit with the organization. Such talks had occurred a number of times over the prior four years.

4. On December 5 I was flown to Los Angeles, as were several other of Mr. Flynn's clients with claims against the organization, to participate in a "global settlement." After my arrival in LA I was shown a copy of a document entitled "Mutual Release of All Claims and Settlement Agreement,"

hereinafter referred to as "the settlement agreement," and some other documents, which I was expected to sign.

5. The settlement agreement, attached hereto as Exhibit A, has now become a public document, and it and its effects are issues in various lawsuits now pending. I am making this declaration to explain why I signed such a patently offensive document, to clarify what my present legal situation is regarding the agreement and the organization, and to assist in the resolution of the Scientology conflict. I am waiving the attorney-client privilege between Mr. Flynn and me only as to our conversations concerning the settlement agreement and the settlement.

6. Upon reading the settlement agreement draft I was shocked and heartsick. I told Mr. Flynn that the condition of "strict confidentiality and silence with respect to [my] experiences with the [organization]" (settlement agreement, para. 7D), since it involved over seventeen years of my life, was impossible. I told him that the "liquidated damages" clause (para. 7D) was outrageous; that pursuant to the settlement agreement I would have to pay $50,000.00 if I told a doctor or psychologist about my experiences from those years, or if I put on a job resume what positions I had held during my organization years. I told Mr. Flynn that the requirements of non-amenability to service of process (para. 7H) and non-cooperation with persons or organizations adverse to the organization (paras. 7G ,10) were obstructive of justice. I told him that I felt that agreeing to leave the organization's appeal of the decision in Armstrong and not respond to any subsequent appeals (para. 4B) was unfair to the courts and all the people who had been helped by the decision. I told Mr. Flynn that an affidavit the organization was demanding that I sign along with the settlement agreement was false. The document, which I do not have, stated, inter alia, that my

THERE IS NO PAGE 2333

disagreements with the organization had been with prior management and not with the then current leadership. In fact there had been no management change and I had the same disagreements with the organization's "fair game" policies and actions which had continued without change up to the time of the settlement. I told him that I was being asked to betray everything and everyone I had fought for against organization injustice.

7. In answer to my objections to the settlement agreement Mr. Flynn said that the silence and liquidated damages clauses, and anything which called for obstruction of justice were not worth the paper they were printed on. He said the same thing a number of times and a number of ways; e.g., that I could not contract away my Constitutional rights; that the conditions were unenforceable. He said that he had advised the organization attorneys that those conditions in the settlement agreement were not worth the paper they were printed on, but that the organization, nevertheless, insisted on their inclusion in the settlement agreement and would not agree to any changes. He pointed out the clauses concerning my release of all claims against the organization to date and its release of all claims against me to date (paras. 1, 4, 5, 6, 8) and said that they were the essential elements of the settlement and were what the organization was paying for.

8. Mr. Flynn also said that everyone was sick of the litigation and wanted to get on with their lives. He said that he was sick of the litigation, the threats to him and his family and wanted out. He said that as a part of the settlement he and all co-counsels had agreed to not become involved in organization-related litigation in the future. He expressed a deep concern that the courts in this country cannot deal with the organization and its lawyers and their contemptuous abuse of the justice system. He said that if I didn't sign the documents all I had to look forward to was more years of

harassment and misery. One of Mr. Flynn's other clients, who was in the room with us during this discussion, yelled at me, accusing me of killing the settlement for everyone, and that everyone else had signed or would sign, and everyone else wanted the settlement. Mr. Flynn said that the organization would only settle with everyone together; otherwise there would be no settlement. He did agree to ask the organization to include a clause in my settlement agreement allowing me to keep my creative works relating to L. Ron Hubbard or the organization (para. 7L).

9. Mr. Flynn said that a major reason for the settlement's "global" form was to give the organization the opportunity to change its combative attitude and behavior by removing the threat he and his clients represented to it. He argued that the organization's willingness to pay us substantial sums of money, after its agents and attorneys had sworn for years to pay us "not one thin dime" was evidence of a philosophic shift within the organization. I argued that the settlement agreement evidenced the unchanged philosophy of fair game, and that if the organization did not use the opportunity to transform its antisocial nature and actions toward its members, critics and society I would, a few years hence, because of my knowledge of organization fraud and fair game, be again embroiled in its litigation.and targeted for extralegal attacks.

10. Regarding the affidavit the organization required that I sign, Mr. Flynn said that the "disagreement with prior management" could be rationalized as being a disagreement with L. Ron Hubbard, and since Mr. Hubbard had died in January 1986 it could be said that I no longer had that disagreement. Mr. Flynn said that the organization's attorneys had promised that the affidavit, which all the settling litigants were signing, would only be used by the organization if I began attacking it after the settlement, and

since I had no intention of attacking the organization the affidavit would never see the light of day.

11. During my meeting with Mr. Flynn in Los Angeles I found myself facing a dilemma which I reasoned through in this way. If I refused to sign the settlement agreement and affidavit all the other settling litigants, many of whom had been flown to Los Angeles in anticipation of a settlement, would be extremely disappointed and would continue to be subjected to organization harassment for an unknown period of time. I had been positioned in the settlement drama as a deal-breaker and would undoubtedly lose the support of some if not all of these litigants, several of whom were key witnesses in my case against the organization. Although I was certain that Mr. Flynn and my other lawyers would not refuse to represent me if I did not sign the documents I also knew that they all would view me as a deal-breaker and they would be as disappointed as the other litigants in not ending the litigation they desperately wanted out of. The prospect of continuing the litigation with unhappy and unwilling attorneys on my side, even though my cross-complaint was set for trial within three months, was distressing. On the other hand, if I signed the documents, all my co-litigants, some of whom I knew to be in financial trouble, would be happy, the stress they felt would be reduced and they could get on with their lives. Mr. Flynn and the other lawyers would be happy and the threat to them and their families would be removed. The organization would have the opportunity they said they desired to clean up their act and start anew. I would have the opportunity to get on with the next phase of my life and the financial wherewithal to do so. I was also not unhappy to at that time not have to continue to testify in all the litigation nor to respond to the media's frequent questions. If the organization continued its fair game

practices toward me I knew that I would be left to defend myself and I accepted that fact. So, armed with Mr. Flynn's advice that the conditions I found so offensive in the settlement agreement were not worth the paper they were printed on, and the knowledge that the organization's attorneys were also aware of that legal opinion, I put on a happy face and the following day went through the charade of a videotaped signing.

12. Before signing the settlement agreement I also consulted with another attorney who advised me that the agreement, including the liquidated damages clause, to have any validity must be reciprocal. He stated that if any agent of the organization said anything to anyone concerning my experiences in the organization or about my case the organization was liable to me for $50,000.00 for each such instance.

13. In my declaration of March 15, 1990 I detailed my post-settlement involvement with the organization and what I knew of its attempts to enforce by threat the settlement agreement conditions and its acts against me in violation of the letter and spirit of the agreement. At paragraph 44 of the declaration I recount a telephone call to me from organization attorney Larry Heller on November 20, 1989 in which he stated that the organization had signed a non-disclosure agreement as I had and had lived up to its agreement. In the motion dated October 31, 1989 of Author Services, Inc. to prevent the taking of my deposition in the case of Bent Corydon v. Church of Scientology International, Inc., et al. Los Angeles Superior Court No. C694401 (Exhibit D to my 3-15-90 declaration), Mr. Heller states: "One of the key ingredients to completing these settlements, insisted upon by all parties involved, (emphasis in original) was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences within the Church of Scientology; (2) any knowledge possessed by the

Scientology entities concerning those staff members or parishioners; and (3) the terms and conditions of the settlements themselves."

14. I filed the March 15 declaration on March 23 as an exhibit to a document entitled "Defendant's Reply To Appellants' Opposition To Petition For Permission To File Response and For Time" in the California Court of Appeal, Second Appellate District, Division Four in the case of Church of Scientology of California, Appellants v. Gerald Armstrong; Bent Corydon, Appellee; Civ. No. B 038975. On the motion of Mr. Corydon, a present litigant against the organization, Los Angeles Superior Court Judge Bruce R. Geernaert, on November 9, 1988 unsealed the Armstrong court file, which had been sealed since the settlement, allowing Mr. Corydon and his attorneys to examine and copy the file for use in his litigation. The organization appealed Judge Geernaert's ruling, filing an opening brief on October 11, 1989. The organization based its argument that the court file should remain sealed on its averment that "[a]n integral, indispensable part of [the] settlement was the sealing of the court's record." (Appellants Brief, p4). On March 1, 1990 I filed a document entitled "Defendant's Petition For Permission To File and For Time To File" (3-15-90 Declaration, Exhibit Q), requesting permission to file a response to the organization's appeal. On March 6 the organization filed "Appellants' Opposition To Defendant's Petition For Permission To File Response and For Time To File," attached hereto as Exhibit B. In its argument for denial of my request to file a response the organization asserted that "the sealing of the file was an essential part of the settlement agreement, pursuant to which Mr. Armstrong received a substantial sum of money in settlement of his cross-complaint." (Opp. p2) My reply to the organization's opposition is attached hereto as Exhibit C. On April 9, 1990 in a letter to the Clerk of the Supreme Court of

California the Clerk of the Court of Appeal for the Second Appellate District requested that the B038975 appeal be transferred from Division Four to Division Three. The Division Three Court already had before it the case of Church of Scientology of California v. Gerald Armstrong, Civ. No. B025920, the organization's appeal of the Los Angeles Superior Court's 1984 decision (3-15-90 Declaration, Ex. A) in the case brought against me in 1982. On March 9, the Division Three Court had granted a similar "Petition For Permission To Respond" I had filed in that appeal, and on July 9 my attorney, Michael Walton, filed a respondent's brief on my behalf. On October 16 the Division Three Court granted my petition to respond in the B038975 appeal.

15. The 3-15-90 declaration was also filed on March 19, 1990 as an exhibit to a motion, attached hereto as Exhibit D, brought by Mr. Corydon "for an order directing non-interference with witnesses and disqualification of counsel" in Corydon, supra. On March 27 the organization filed an opposition, attached hereto as Exhibit E, to Mr. Corydon's motion, supported by, inter alia, a declaration of attorney Lawrence Heller dated 3-27-90, attached hereto as Exhibit F, and a declaration of Kenneth Long dated 3-26-90, attached hereto as Exhibit G. At paragraph 13 of his declaration Mr. Heller states: "13. The confidentiality provisions of the Armstrong Settlement Agreement are nor (sic) reciprocal in nature. Mr. Armstrong does have duties of confidentiality under the terms of the Armstrong settlement and paragrapg (sic) 10 appears to be an accurate recitation of those duties. However, there are no reciprocal duties of confidentiality under the terms of the Armstrong Settlement Agreement that apply to any of the Church parties in the settlement. 14. An important part of the Armstrong settlement was that the Church was not bound by the same confidentiality provisions as

Armstrong and that the Church parties remain free to comment upon and use information pertaining to Mr. Armstrong's experiences in the Church of Scientology. At the time of the Armstrong settlement, information from Mr. Armstrong was being used in a number of cases around the world. It was important to the Church parties to the Armstrong settlement that they remain free to defend themselves against allegations supported by information originating from Armstrong prior to the settlement. I discussed this aspect of the confidentiality provisions the (sic) settlement agreement with Armstrong's counsel, Michael J. Flynn, during my settlement negotiations with him in 1986 and it was clearly understood by both sides of the negotiations that the confidentiality provisions were not to be reciprocal. Any assertions to the contrary now being made by Amrstrong (sic) are false." Mr. Long states in his declaration at paragraph 5: " There is no provision in the settlement agreement with Armstrong which would prohibit CSC from using information obtained through litigation with Armstrong in seeking legal remedies for wrongs committed by third parties." The organization's opposition (Ex. E) states at p. 14 that "an important part of the Settlement Agreement revolved around the continuing ability of the Church to refute the often bizarre allegations made by Mr. Armstrong. Thus, this issue was addressed during the settlement negotiations, with the result that no (emphasis in original) clause was included in the agreement preventing the Church from such action."

16. In his 3-27-90 declaration Mr. Heller, in response to my 3-15-90 declaration in which I recount the three telephone conversations we had in October and November 1989, also avers that "[a]t no time did I threaten him with a lawsuit, speak to him in a threatening manner or even mention a lawsuit. The Court should note Armstrong never says I threatened him with

litigation in his declaration. (emphasis in original). .... However, to my recollection, all of this took place during the course of one (1) telephone conversation." (Ex. F. paras. 10,11) The organization's opposition (Ex. E) states at p. 11: "Even if Gerald Armstrong's declaration....were fully (emphasis in original) truthful (which it is not -- see Declaration of Lawrence E. Heller attached) (parens in original), the acts ascribed to Mr. Heller in his discussions with Armstrong must be construed as ethical and legal. Regardless, as can be seen from the Declaration of Lawrence E. Heller attached hereto, Heller recalls having only one (emphasis in original)(1) telephone call with Armstrong wherein he did, in fact, offer to provide him with an attorney to represent him at his deposition, which Armstrong promptly refused. Mr. Heller did not (emphasis in original) offer to have his client pay for that attorney or offer to indemnify Armstrong for sanctions which might be imposed (sanctions were never discussed) (parens in original)." The opposition also states that "Armstrong nowhere in his declaration indicates Heller threatened him with litigation." (Ex. E, p.12)

17. In his 3-26-90 declaration Kenneth Long repeats the proof he propounded in his affidavits (3-15-90 Dec. Exs. F,G,H,J,K) filed in 1987 in the case of Church of Scientology of California v. Russell Miller & Penguin Books Limited in the High Court of Justice in London, England, Case no. 6140, that I "had knowingly violated orders issued by Los Angeles Superior Court." Mr. Long states (Ex. G, para. 3) that : "[t]aken together, my October, 1987 affidavits demonstrate that:

a. In August, 1982, Armstrong was ordered by Judge John L. Cole to surrender certain documents and materials to the custody of the Clerk of the Los Angeles Superior Court.

b. Armstrong later attested on numerous occasions, that he had surrendered all such documents and materials, and that he had none in his possession.

c. In January, 1987, following settlement of Scientology (sic) of California ("CSC"), Armstrong turned over to CSC all Church-related documents in his possession. I personally inspected the documents turned over by Armstrong, and found a number of copies of the documents which Armstrong had previously sworn that he had surrendered to the Clerk of the Court.

d. Based on my discovery of these documents, I concluded that Armstrong had intentionally perjured himself on numerous occasions, and had as well knowingly violated orders issued by judges at all levels ranging from the Los Angeles Superior Court to the Supreme Court of the United States."

Mr. Long then explains that his "affidavits, therefore, were required to detail the elements of the breach of confidence claim against Miller and Penguin, and the claim could not have been brought without explaining the underlying actions taken by Armstrong."

18. At paragraph 7 of the 3-15-90 declaration I state that during our conversation of October 25, 1989 Mr. Heller "said I had a contractual obligation to the organization, which it had paid a lot of money for, not to divulge confidential information, and that if I answered (deposition questions about such things as L. Ron Hubbard's misrepresentations) I would have breached the settlement agreement and may get sued." At para. 44 of the 3-15-90 declaration I state that "Mr. Heller reiterated at the end of our conversation that if I start to testify, for example about the Hubbard biography project, or things he and the organization consider irrelevant, they

will carefully examine their rights as to what action they will take." At para 51 I state that "[o]n February 15, 1990 I received a telephone call from attorney Michael Tabb, a partner of Michael Flynn, who said that he had been called by Larry Heller who told him that the organization considered I had violated the settlement agreement by being in the courthouse to be served in Yanney, that they intended to prove it, and that I would be sued." (See also para. 48 where I describe being served with a trial subpoena in the case of Religious Technology Center, et al. v. Joseph Yanney, LASC No. C690211.) In a declaration I executed on March 26, 1990, a copy of which is attached hereto as Exhibit H, I describe at para 4 another instance of threatened litigation from Mr. Heller. "On March 21 I spoke by telephone with attorney Michael Flynn, counsel of record in Armstrong, who said that he had been called by Mr. Heller two or three weeks before. Mr. Heller told Mr. Flynn that I was sitting in the courtroom in the Yanney trial and that if I testified in Yanney I would be in violation of the settlement agreement and I would be sued. Mr. Heller asked Mr. Flynn to call me and tell me not to testify. Mr. Flynn said no. The day I had been present at the Yanney trial was March 5, 1990."

19. On April 4, 1990 I was served with a subpoena duces tecum applied for by Author Services, Inc. and Bridge Publications, Inc., two organization entities, a copy of which is attached hereto as Exhibit I, ordering my production of any sound recordings or other records I possessed of my telephone conversations with Mr. Heller, at a deposition in Corydon on April 24. Toby Plevin, Mr. Corydon's attorney, had apparently stated at the hearing of the motion for an order directing non-interference with witnesses (see para. 15) that I had a recording of my side of one or more of my conversations with Mr. Heller. Ms. Plevin had already scheduled my

deposition, which had been the subject of the organization's motion of October 31, 1989 to prevent its being taken (see para. 13), for April 24 and 25. The deposition went forward on those days and I produced for the organization my notes of Mr. Heller's telephone conversations with me of October 23 and 25 and November 20, 1989, attached hereto as Exhibits J, K and L respectively,and a cassette recording of my side of the November 20, 1989 conversation, a transcript of which is attached hereto as Exhibit M. I can translate and interpret the scrawled notes if called upon to do so. It is my opinion that the notes and transcript show that my account in the 3-15-90 declaration of my communications with Mr. Heller is accurate.

20. In the 3-15-90 declaration at para. 30 I stated that "I consider that [Kenneth] Long's assertions of what documents were sealed, when they were sealed and where they originated are erroneous, and his conclusion that I had violated the Los Angeles Superior Court's sealing orders fallacious." Mr. Long based his proof that I had violated the sealing order on three "Helen O'Brien letters," which were among the documents delivered to the Court by my attorneys in September 1982, hereinafter referred to as the "Armstrong documents." Mr. Long found among the documents I delivered to the organization in January 1987 pursuant to the settlement agreement photocopies of the three letters. He concluded that I had retained copies of the letters when the Armstrong documents had been delivered to the Court where they remained until the settlement. And he concluded that, because Mr. Miller had copies of the same Helen O'Brien letters, I had violated the Court's sealing orders. I first saw the three letters, I believe in 1980, in Los Angeles in the possession of Helen O'Brien, who had been a major figure in Hubbard's organization in the United States in the early 1950's. They were part of a collection of documents I arranged to purchase from Ms. O'Brien for

L. Ron Hubbard's archives. After purchasing all of the Helen O'Brien documents I copied them and provided them to Omar Garrison in 1981 for his use in the Hubbard biography project. Some of them I retrieved from Mr. Garrison in the summer of 1982 and sent to my attorneys in anticipation of their need in litigation with the organization. These were the Armstrong documents. Prior to selling her documents to the Hubbard archives Ms. O'Brien allowed a collector of Hubbardinia, Jamie Macuuchi (sp?), who had also wanted to purchase her collection, to copy them. The copies Mr. Macuuchi made were recopied and distributed to many people, including, as shown in the Long affidavits filed in Miller, supra, Mr. Newman, Mr. Caven-Atack and Mr. Miller. In 1986 I was also sent a copy of the Macuuchi/O'Brien letters, and these were included as Mr. Long states in the documents I delivered to the organization in January 1987. I believe that the facts in this matter show that I complied with the LA Superior Court's orders and any sealing order issued by any court up to the Supreme Court of the United States, and that I fulfilled my part of the settlement agreement.

21. Attached hereto as Exhibit N is a copy of a "final adverse ruling" dated July 8, 1988 from the Internal Revenue Service to The Church of Spiritual Technology denying its application for tax exempt status. At page 3 of the ruling, which cites several times to Armstrong, the IRS states:

"In support of the protest (protest conference was held in January 1987) to our initial adverse ruling, we were supplied with copies of affidavits dated December 4, 1986, from Gerald Armstrong and Laurel Sullivan. Ms. Sullivan was the person in charge of the MCCS project (the organization's Mission Corporate Category Sort-out, the purpose of which was to devise a new organizational structure to conceal L. Ron Hubbard's continued control). The affidavits state that the new church management 'seems to have returned to the basic and lawful policies and procedures as laid out by the founder of the religion, L. Ron Hubbard.' The affidavits conclude as follows: 'Because of the foregoing, I no longer have any conflict with the Church of Scientology or individual members affiliated with the Church. Accordingly I have executed a mutual release agreement with the Church of Scientology and sign this affidavit in order to signify that I have no quarrel with the Church of Scientology or any of its members.'" Fortunately the IRS did not give much weight to the affidavits, which had been used by one of the organization's spinoff corporations (COST) in immediate violation of the promise of Mr. Flynn that they would not be so used (para. 10 supra), stating at page 4 of its ruling that "[t]he fact that Mr. Armstrong and Ms. Sullivan elected to settle their personal differences with Scientology does not detract from the relevance of the statements they previously made concerning Mr. Hubbard's use of Scientology organizations to serve his private interest."

22. During the April 24 and 25, 1990 deposition in Corydon I was shown and authenticated several documents, copies of three of which, all declarations filed in Armstrong, are attached hereto as Exhibits O, P and Q. The declarations and their exhibits deal mainly with three major organization subjects: a. the use by the organization of supposedly confidential statements made by individuals undergoing organization therapy (auditing) against the individuals; b. obstruction of justice; c. "fair game", pursuant to which the auditing confidentiality violations and the obstruction of justice are carried out. Fair game is the name given by L. Ron Hubbard to his philosophy of opportunistic hatred directed at anyone he didn't like. Over his entire adult life he used hatred and acts which flow from hatred (lying, cheating, stealing, compromising, entrapping, obstructing,

bullying, blackmailing, destroying) as the solution to his problems -- with doctors, psychologists, government agencies, the courts, critics, his family and innocent individuals. The people who have replaced Mr. Hubbard since his retirement from active management employ the same philosphy of opportunistic hatred in dealing with the problems they inherited from him and those they created newly as they employed his fair game solution. I have been the target of Hubbardian fair game for many years and have a deep understanding of the philosophy and acts which flow from it. In truth I do not represent the slightest threat to the organization. I do, however, represent a threat to fair game by being willing to be its target. The organization will exist long after fair game is renounced and gone. The organization as a hate group cannot last because fair game is such a silly and ineffective philosophy. Fair play is a better deal.

23. Exhibit O is a declaration I executed on October 11, 1986 to show that the organization had violated the LA Superior Court's orders in Armstrong to produce the files its intelligence bureau maintained on me. The declaration details years of fair game operations directed at me and the organization's obstruction of legitimate discovery concerning the operations.

24. Exhibit P is a declaration I executed on November 1, 1986 and filed in support of an opposition to the organization's motion for summary adjudication. The declaration lays out my knowledge from 1969 through 1986 of the fraud of promised sanctity of information divulged in auditing and the actual use made of this information pursuant to fair game.

25. Exhibit Q is a declaration I executed on November 18, 1986 and filed in support of an opposition to the organization's motion to continue the trial of my cross-complaint which was then set for January 19, 1987. The declaration, which is the last I prepared prior to the December 1986

settlement, deals with the organization's obstruction of justice, acts of opportunistic hatred, and the alteration of my life by its acts.

26. The Armstrong court file contains overwhelming proof that L. Ron Hubbard lied about his past, his status, his credentials, his health, his philosophy, the efficacy of his therapy, and his intent. The file contains overwhelming proof of fair game in action through this year, of the violations of auditing sanctity at least through 1986, and of organized obstruction of justice on a massive scale to this date. It contains the story of an individual of no particular power or position who spoke out against the lies and against fair game. It is a story of intelligence operations, black propaganda, threats, acts of violence, spiritual and psychological perversions, and bad apples from the lawyer barrel. It contains a picture of what may happen to anyone of no particular power or position who dares to speak out against lies and fair game. The contents of the file are relevant to anyone who was drawn into the organization, either as a client or as a staff member, by any representation made by the organization. The contents of the file are relevant to anyone who has ever undergone auditing (and everyone in the organization does) and to anyone who is considering becoming involved with the organization. The contents are relevant to anyone involved in litigation with the organization or seeking to correct the organization's abuses. The file is relevant to the media, sociologists, psychologists, courts, law enforcement, and legislatures.

27. The organization was given a period of years following the settlement to clean up its act. The other settling litigants and I honored our agreements, removing ourselves as threats and allowing the organization the opportunity to change its combative attitude and behavior (see para 9, supra). It did not use its opportunity for anything but opportunism. Since

the settlement it has itself flagrantly violated court sealing orders, its lawyers have threatened me with lawsuits, it has continued its black propaganda attack on me, it has filed false affidavits about me, and it has used my good will to obstruct justice in countless courts. It is my opinion that full disclosure, including the unsealing of the Armstrong file and the publication of this and my other declarations, will not harm the organization in the least. It is my opinion that full disclosure will relieve the organization of the burden of concealing its fair game philosophy and its past, and relieve it of its unfounded fear of what disclosure might portend. And disclosure will eliminate possible further fair game acts to prevent disclosure. It is my opinion that there need not be hostility to achieve peace.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 25th day of December, 1990, at Sleepy Hollow, California.

Gerald Armstrong

FILED
JUN 22 1984
John J. Corcoran,
Rosie M. Hart
BY ROSIE M. HART, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHURCH OF SCIENTOLOGY OF CALIFORNIA, Plaintiff, vs. GERALD ARMSTRONG, Defendant.	No. C 420153 MEMORANDUM OF INTENDED DECISION
MARY SUE HUBBARD, Intervenor.	

In this matter heretofore taken under submission, the Court announces its intended decision as follows:

As to the tort causes of action, plaintiff, and plaintiff in intervention are to take nothing, and defendant is entitled to Judgment and costs.

As to the equitable actions, the court finds that neither plaintiff has clean hands, and that at least as of this time, are not entitled to the immediate return of any document or objects presently retained by the court clerk. All exhibits

122

EXHIBIT H

received in evidence or marked for identification, unless specifically ordered sealed[1], are matters of public record and shall be available for public inspection or use to the same extent that any such exhibit would be available in any other lawsuit. In other words they are to be treated henceforth no differently than similar exhibits in other cases in Superior Court. Furthermore, the "inventory list and description," of materials turned over by Armstrong's attorneys to the court, shall not be considered or deemed to be confidential, private, or under seal.

All other documents or objects presently in the possession of the clerk (not marked herein as court exhibits) shall be retained by the clerk, subject to the same orders as are presently in effect as to sealing and inspection, until such time as trial court proceedings are concluded as to the severed cross complaint. For the purposes of this Judgment, conclusion will occur when any motion for a new trial has been denied, or the time within such a motion must be brought has expired without such a motion being made. At that time, all documents neither received in evidence, nor marked for identification only, shall be released by the clerk to plaintiff's representatives. Notwithstanding this order, the parties may at any time by written stipulation filed with the clerk obtain release of any or all such unused materials.

---

[1] Exhibits in evidence No. 500-40; JJJ; KKK; LLL: MMM; NNN; OOO; PPP; QQQ; RRR; and 500-QQQQ.

Exhibits for identification only No. JJJJ; Series 500-DDDD, EEEE, FFFF, GGGG, HHHH, IIII, NNNN-1, OOOO, ZZZZ, CCCCC, GGGGG, IIIII, KKKKK, LLLLL, OOOOO, PPPPP, QQQQQ, BBBBBB, OOOOOO, BBBBBBB.

Defendant and his counsel are free to speak or communicate upon any of Defendant Armstrong's recollections of his life as a Scientologist or the contents of any exhibit received in evidence or marked for identification and not specifically ordered sealed. As to all documents, and other materials held under seal by the clerk, counsel and the defendant shall remain subject to the same injunctions as presently exist, at least until the conclusion of the proceedings on the cross complaint. However, in any other legal proceedings in which defense counsel, or any of them, is of record, such counsel shall have the right to discuss exhibits under seal, or their contents, if such is reasonably necessary and incidental to the proper representation of his or her client.

Further, if any court of competent jurisdiction orders defendant or his attorney to testify concerning the fact of any such exhibit, document, object, or its contents, such testimony shall be given, and no violation of this order will occur. Likewise, defendant and his counsel may discuss the contents of any documents under seal or of any matters as to which this court has found to be privileged as between the parties hereto, with any duly constituted Governmental Law Enforcement Agency or submit any exhibits or declarations thereto concerning such document or materials, without violating any order of this court.

///

///

124

This court will retain jurisdiction to enforce, modify, alter, or terminate any injunction included within the Judgment.

Counsel for defendant is ordered to prepare, serve, and file a Judgment on the Complaint and Complaint in Intervention, and Statement of Decision if timely and properly requested, consistent with the court's intended decision.

Discussion

The court has found the facts essentially as set forth in defendant's trial brief, which as modified, is attached as an appendix to this memorandum. In addition the court finds that while working for L.R. Hubbard (hereinafter referred to as LRH), the defendant also had an informal employer-employee relationship with plaintiff Church, but had permission and authority from plaintiffs and LRH to provide Omar Garrison with every document or object that was made available to Mr. Garrison, and further, had permission from Omar Garrison to take and deliver to his attorneys the documents and materials which were subsequently delivered to them and thenceforth into the custody of the County Clerk.

Plaintiff Church has made out a prima facie case of conversion (as bailee of the materials), breach of fiduciary duty, and breach of confidence (as the former employer who provided confidential materials to its then employee for certain specific purposes, which the employee later used for other purposes to plaintiff's detriment). Plaintiff Mary Jane Hubbard has likewise made out a prima facie case of conversion and invasion [illegible] privacy (misuse by a person of private matters entrusted to him for certain specific purposes only).

While defendant has asserted various theories of defense, the basic thrust of his testimony is that he did what he did, because he believed that his life, physical and mental well being, as well as that of his wife were threatened because the organization was aware of what he knew about the life of LRH, the secret machinations and financial activities of the Church, and his dedication to the truth. He believed that the only way he could defend himself, physically as well as from harassing lawsuits, was to take from Omar Garrison those materials which would support and corroborate everything that he had been saying within the Church about LRH and the Church, or refute the allegations made against him in the April 22 Suppressive Person Declare. He believed that the only way he could be sure that the documents would remain secure for his future use was to send them to his attorneys, and that to protect himself, he had to go public so as to minimize the risk that LRH, the Church, or any of their agents would do him physical harm.

This conduct if reasonably believed in by defendant and engaged in by him in good faith, finds support as a defense to the plaintiff's charges in the Restatements of Agency, Torts, and case law.

Restatement of Agency, Second, provides:

> "Section 395f: An agent is privileged to reveal information confidentially acquired by him in the course of his agency in the protection of a superior interest of himself or a third person.

"Section 418: An agent is privileged to protect interests of his own which are superior to those of the principal, even though he does so at the expense of the principal's interest or in disobedience to his orders."

Restatement of torts, Second, section 271:

"One is privileged to commit an act which would otherwise be a trespass to or a conversion of a chattel in the possession of another, for the purpose of defending himself or a third person against the other, under the same conditions which would afford a privilege to inflict harmful or offensive contact upon the other for the same purpose."

The Restatement of Torts, Second, section 652a, as well as case law, make it clear that not all invasions of privacy are unlawful or tortious. It is only when the invasion is unreasonable that it becomes actionable. Hence, the trier of fact must engage in a balancing test, weighing the nature and extent of the invasion, as against the purported justification therefore to determine whether in a given case, the particular invasion or intrusion was unreasonable.

In addition the defendant has asserted as a defense the principal involved in the case of Willig v. Gold, 75 Cal.App.2d, 809, 814, which holds that an agent has a right or privilege to disclose his principal's dishonest acts to the party prejudicially affected by them.

Plaintiff Church has asserted and obviously has certain rights arising out of the First Amendment. Thus, the court cannot, and has not, inquired into or attempted to evaluate the

127

merits, accuracy, or truthfulness of Scientology or any of its precepts as a religion. First Amendment rights, however, cannot be utilized by the Church or its members, as a sword to preclude the defendant, whom the Church is suing, from defending himself. Therefore, the actual practices of the Church or its members, as it relates to the reasonableness of the defendant's conduct and his state of mind are relevant, admissible, and have been considered by the court.

As indicated by its factual findings, the court finds the testimony of Gerald and Jocelyn Armstrong, Laurel Sullivan, Nancy Dincalcis, Edward Walters, Omar Garrison, Kima Douglas, and Howard Schomer to be credible, extremely persuasive, and the defense of privilege or justification established and corroborated by this evidence. Obviously, there are some discrepancies or variations in recollections, but these are the normal problems which arise from lapse of time, or from different people viewing matters or events from different perspectives. In all critical and important matters, their testimony was precise, accurate, and rang true. The picture painted by these former dedicated Scientologists, all of whom were intimately involved with LRH, or Mary Jane Hubbard, or of the Scientology Organization, is on the one hand pathetic, and on the other, outrageous. Each of these persons literally gave years of his or her respective life in support of a man, LRH, and his ideas. Each has manifested a waste and loss or frustration which is incapable of description. Each has broken with the movement for a variety of reasons, but at the same time, each is, still bound by the knowledge that the Church has

128

in its posse on his or her most inner oughts and confessions, all recorded in "pre-clear (P.C.) folders" or other security files of the organization, and that the Church or its minions is fully capable of intimidation or other physical or psychological abuse if it suits their ends. The record is replete with evidence of such abuse.

In 1970 a police agency of the French Government conducted an investigation into Scientology and concluded, "this sect, under the pretext of 'freeing humans' is nothing in reality but a vast enterprise to extract the maximum amount of money from its adepts by (use of) pseudo-scientific theories, by (use of) 'auditions' and 'stage settings' (lit. to create a theatrical scene') pushed to extremes (a machine to detect lies, its own particular phraseology . .), to estrange adepts from their families and to exercise a kind of blackmail against persons who do not wish to continue with this sect."[2] From the evidence presented to this court in 1984, at the very least, similar conclusions can be drawn. In addition to violating and abusing its own members civil rights, the organization over the years with its "Fair Game" doctrine has harassed and abused those persons not in the Church whom it perceives as enemies. The organization clearly is schizophrenic and paranoid, and this bizarre combination seems to be a reflection of its founder LRH. The evidence portrays a man who has been virtually a pathological liar when it comes to his history, background, [illegible] achievements. The writings and documents in evidence additionally reflect his egoism, greed, avarice, lust for power, and vindictiveness and aggressiveness against persons perceived by him to be disloyal or hostile. At the same time it appears that he is charismatic and highly capable of motivating, organizing, controlling, manipulating, and inspiring his adherents. He has been referred to during the trial as a "genius," a "revered person," a man who was "viewed by his followers in awe." Obviously, he is and has been a very complex person, and that complexity is further reflected in his alter ego, the Church of Scientology. Notwithstanding protestations to the contrary, this court is satisfied that LRH runs the Church in all ways through the Sea Organization, his role of Commodore, and the Commodore's Messengers.[3] He has, of course, chosen to go into "seclusion," but he maintains contact and control through the top messengers. Seclusion has its light and dark side too. It adds to his mystique, and yet shields him from accountability and subpoena or service of summons.

---

[2] Exhibit 500-HHHHH.

LRH's wife, Mary Sue Hubbard is also a plaintiff herein. On the one hand she certainly appeared to be a pathetic individual. She was forced from her post as Controller, convicted and imprisoned as a felon, and deserted by her husband. On the other hand her credibility leaves much to be desired. She struck the familiar pose of not seeing, hearing, or knowing a [illegible] evil. Yet she was the head of the Guardian Office for years and among other things, authored the infamous order "GO 121669"[4] which directed culling of supposedly confidential P.C. files/folders for purposes of internal security. In her testimony she expressed the feeling that defendant by delivering the documents, writings, letters to his attorneys, subjected her to mental rape. The evidence is clear and the court finds that defendant and Omar Garrison had permission to utilize these documents for the purpose of Garrison's proposed biography. The only other persons who were shown any of the documents were defendant's attorneys, the Douglasses, the Dincalcis, and apparently some documents specifically affecting LRH's son "Nibs," were shown to "Nibs." The Douglasses and Dincalcises were disaffected Scientologists who had a concern for their own safety and mental security, and were much in the same situation as defendant. They had not been declared as suppressive, but Scientology had their P.C. folders, as well as other confessions, and they were extremely apprehensive. They did not see very many of the documents, and it is not entirely clear which they saw. At any rate Mary Sue Hubbard did not appear to be so much distressed by this fact, as by the fact that Armstrong had given the documents to Michael Flynn, whom the Church considered its foremost lawyer-enemy. However, just as the plaintiffs have First Amendment rights, the defendant has a Constitutional right to an attorney of his own choosing. In legal contemplation the fact that defendant selected Mr. Flynn rather than some other lawyer cannot by itself be tortious. In determining whether the defendant unreasonably invaded Mrs. Hubbard's privacy, the court is satisfied the invasion was slight, and the reasons and justification for defendant's conduct manifest. Defendant was told by Scientology to get an attorney. He was declared an enemy by the Church. He believed, reasonably, that he was subject to "fair game." The only way he could defend himself, his integrity, and his wife was to take that which was available to him and place it in a safe harbor, to wit, his lawyer's custody. He may have engaged in overkill, in the sense that he took voluminous materials, some of which appear only marginally relevant to his defense. But he was not a lawyer and cannot be held to that precise standard of judgment. Further, at the time that he was accumulating the material, he was terrified and undergoing severe emotional turmoil. The court is satisfied that he did not unreasonably intrude upon Mrs. Hubbard's privacy under the circumstances by in effect simply making his knowledge that of his attorneys. It is, of course, rather ironic that the person who authorized G.O. order 121669 should complain about an invasion of privacy. The

---

[3] See Exhibit K: Flag Order 3729 - 15 September 1978 "Commodore's Messengers."

---

[4] Exhibit AAA.

---

5. "No, I think my emotional distress and upset is the fact that someone took papers and materials without my authorization and then gave them to your Mr. Flynn." Reporter's Transcript, p. 1006.

practice of culling supposedly confidental "P.C. folders or files" to obtain information for purposes of intimidation and/or harassment is repugnant and outrageous. The Guardian's Office, which plaintiff headed, was no respector of anyone's civil rights, particularly that of privacy. Plaintiff Mary Sue Hubbard's cause of action for conversion must fail for the same reason as plaintiff Church. The documents were all together in Omar Garrison's possession. There was no rational way the defendant could make any distinction.

Insofar as the return of documents is concerned, matters which are still under seal may have evidentiary value in the trial of the cross complaint or in other third party litigation. By the time that proceedings on the cross complaint are concluded, the court's present feeling is that those documents or objects not used by that time should be returned to plaintiff. However, the court will reserve jurisdiction to reconsider that should circumstances warrant.

Dated: June 20, 1984

PAUL G. BRECKENRIDGE, JR.
Judge of the Superior Court

THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST SEP 11 1984 19

JOHN J. CORCORAN, County Clerk and Clerk of the Superior Court of California, County of Los Angeles

BY Hurst DEPUTY

S. HURST

Appendix

Defendant Armstrong was involved with Scientology from 1969 through 1981, a period spanning 12 years. During that time he was a dedicated and devoted member who revered the founder, L. Ron Hubbard. There was little that Defendant Armstrong would not do for Hubbard or the Organization. He gave up formal education, one-third of his life, money and anything he could give in order to further the goals of Scientology, goals he believed were based upon the truth, honesty, integrity of Hubbard and the Organization.

From 1971 through 1981, Defendant Armstrong was a member of the Sea Organization, a group of highly trained scientologists who were considered the upper echelon of the Scientology organization. During those years he was placed in various locations, but it was never made clear to him exactly which Scientology corporation he was working for. Defendant Armstrong understood that, ultimately, he was working for L. Ron Hubbard, who controlled all Scientology finances, personnel, and operations while Defendant was in the Sea Organization.

Beginning in 1979 Defendant Armstrong resided at Gilman Hot Springs, California, in Hubbard's "Household Unit." The Household Unit took care of the personal wishes and needs of Hubbard at many levels. Defendant Armstrong acted as the L. Ron Hubbard Renovations In-Charge and was responsible for renovations, decoration, and maintenance of Hubbard's home and office at Gilman Hot Springs.

///

134

In January of 1980 there was an announcement of a possible raid to be made by the FBI or other law enforcement agencies of the property. Everyone on the property was required by Hubbard's representatives, the Commodore's Messengers, to go through all documents located on the property and "vet" or destroy anything which showed that Hubbard controlled Scientology organizations, retained financial control, or was issuing orders to people at Gilman Hot Springs.

A commercial paper shredder was rented and operated day and night for two weeks to destroy hundreds of thousands of pages of documents.

During the period of shredding, Brenda Black, the individual responsible for storage of Hubbard's personal belongings at Gilman Hot Springs, came to Defendant Armstrong with a box of documents and asked whether they were to be shredded. Defendant Armstrong reviewed the documents and found that they consisted of a wide variety of documents including Hubbard's personal papers, diaries, and other writings from a time before he started Dianetics in 1950, together with documents belonging to third persons which had apparently been stolen by Hubbard or his agents. Defendant Armstrong took the documents from Ms. Black and placed them in a safe location on the property. He then searched for and located another twenty or more boxes containing similar materials, which were poorly maintained.

On January 8, 1980, Defendant Armstrong wrote a petition to Hubbard requesting his permission to perform the research for a biography to be done about his life. The petition states

135

that Defendant Armstrong had located the subject materials and lists of a number of activities he wished to perform in connection with the biography research.

Hubbard approved the petition, and Defendant Armstrong became the L. Ron Hubbard Personal Relations Officer Researcher (PPRO Res). Defendant claims that this petition and its approval forms the basis for a contract between Defendant and Hubbard. Defendant Armstrong's supervisor was then Laurel Sullivan, L. Ron Hubbard's Personal Public Relations Officer.

During the first part of 1980, Defendant Armstrong moved all of the L. Ron Hubbard Archives materials he had located at Gilman Hot Springs to an office in the Church of Scientology Cedars Complex in Los Angeles. These materials comprised approximately six file cabinets. Defendant Armstrong had located himself in the Cedars Complex, because he was also involved in "Mission Corporate Category Sort-Out," a mission to work out legal strategy. Defendant Armstrong was involved with this mission until June of 1980.

It was also during this early part of 1980 that Hubbard left the location in Gilman Hot Springs, California, and went into hiding. Although Defendant Armstrong was advised by Laurel Sullivan that no one could communicate with Hubbard, Defendant Armstrong knew that the ability for communication existed, because he had forwarded materials to Hubbard at his request in mid-1980.

Because of this purported inability to communicate with Hubbard, Defendant Armstrong's request to purchase biographical materials of Hubbard from people who offered them for sale went to the Commoc- 's Messenger Organization, the personal representatives of Hubbard.

In June of 1980 Defendant Armstrong became involved in the selection of a writer for the Hubbard biography. Defendant Armstrong learned that Hubbard had approved of a biography proposal prepared by Omar Garrison, a writer who was not a member of Scientology. Defendant Armstrong had meetings with Mr. Garrison regarding the writing of the biography and what documentation and assistance would be made available to him. As understood by Mr. Garrison, Defendant Armstrong represented Hubbard in these discussions.

Mr. Garrison was advised that the research material he would have at his disposal were Hubbard's personal archives. Mr. Garrison would only undertake a writing of the biography if the materials provided to him were from Hubbard's personal archives, and only if his manuscript was subject to the approval of Hubbard himself.

In October of 1980 Mr. Garrison came to Los Angeles and was toured through the Hubbard archives materials that Defendant Armstrong had assembled up to that time. This was an important "selling point" in obtaining Mr. Garrison's agreement to write the biography. On October 30, 1980, an agreement was entered into between Ralston-Pilot, ncv. F/S/O Omar V. Garrison, and AOSH DK Publications of Copenhagen, Denmark, for the writing of a biography of Hubbard.

Paragraph 10B of the agreement states that:

> "Publisher shall use its best efforts to provide Author with an office, an officer assistant and/or

research assistant, office supplies and any needed archival and interview materials in connection with the writing of the Work."

The "research assistant" provided to Mr. Garrison was Defendant Armstrong.

During 1980 Defendant Armstrong exchanged correspondence with Intervenor regarding the biography project. Following his approval by Hubbard as biography researcher, Defendant Armstrong wrote to Intervenor on February 5, 1980, advising her of the scope of the project. In the letter Defendant stated that he had found documents which included Hubbard's diary from his Orient trip, poems, essays from his youth, and several personal letters, as well as other things.

By letter of February 11, 1980, Intervenor responded to Defendant, acknowledging that he would be carrying out the duties of Biography Researcher.

On October 14, 1980, Defendant Armstrong again wrote to Intervenor, updating her on "Archives materials" and proposing certain guidelines for the handling of those materials.

It was Intervenor who, in early 1981, ordered certain biographical materials from "Controller Archives" to be delivered to Defendant Armstrong. These materials consisted of several letters written by Hubbard in the 1920's and 1930's, Hubbard's Boy Scout books and materials, several old Hubbard family photographs, a diary kept by Hubbard in his youth, and several other items.

Defendant Armstrong received these materials upon the order of Intervenor, following his letter of October 15, 1980,

138

to her in which Defendant stated, at page 7, that there were materials in the "Controller Archives" that would be helpful to him in the biography research.

After these materials were delivered to Defendant Armstrong, Intervenor was removed from her Scientology position of Controller in 1981, presumably because of her conviction for the felony of obstruction of justice in connection with the theft of Scientology documents from various government offices and agencies in Washington, D.C.

During the time Defendant Armstrong worked on the biography project and acted as Hubbard Archivist, there was never any mention that he was not to be dealing with Hubbard's personal documents or that the delivery of those documents to Mr. Garrison was not authorized.

For the first year or more of the Hubbard biography and archive project, funding came from Hubbard's personal staff unit at Gilman Hot Springs, California. In early 1981, however, Defendant Armstrong's supervisor, Laurel Sullivan, ordered him to request that funding come from what was known as SEA Org Reserves. Approval for this change in funding came from the SEA Org Reserves Chief and Watch Dog Committee, the top Commodores Messenger Organization unit, who were Hubbard's personal representatives.

From November of 1980 through 1981, Defendant Armstrong worked closely with Mr. Garrison, assembling Hubbard's archives into logical categories, copying them and arranging the copies of the Archives materials into bound volumes. Defendant Armstrong made two copies of almost all documents copied for

139

Mr. Garrison - one for Mr. Garrison and the other to remain in Hubbard Archives for reference or recopying. Defendant Armstrong created approximately 400 binders of documents. The vast majority of the documents for Mr. Garrison came from Hubbard's personal Archives, of which Defendant Armstrong was in charge. Materials which came from other Archives, such as the Controller Archives, were provided to Defendant Armstrong by Scientology staff members who had these documents in their care.

It was not until late 1981 that Plaintiff was to provide a person to assist on the biography project by providing Mr. Garrison with "Guardian Office' materials, otherwise described as technical materials relating to the operation of Scientology. The individual appointed for this task was Vaughn Young. Controller Archives and Guardian Office Archives had no connection to the Hubbard Archives, which Defendant Armstrong created and maintained as Hubbard's personal materials.

In addition to the assemblage of Hubbard's Archives, Defendant Armstrong worked continually on researching and assembling materials concerning Hubbard by interviewing dozens of individuals, including Hubbard's living aunt, uncle, and four cousins. Defendant Armstrong did a geneology study of Hubbard's family and collected, assembled, and read hundreds of thousands of pages of documentation in Hubbard's Archives.

During 1980 Defendant Armstrong remained convinced of Hubbard's honesty and integrity and believed that the representations he had made about himself in various publications were truthful. Defendant Armstrong was devoted to massive fraud upon the innocent followers of Scientology, and the public at large.

Because of Defendant Armstrong's actions, in late November of 1981, Defendant was requested to come to Gilman Hot Springs by Commodore Messenger Organization Executive, Cirrus Slevin. Defendant Armstrong was ordered to undergo a "security check," which involved Defendant Armstrong's interrogation while connected to a crude Scientology lie detector machine called an E-meter.

The Organization wished to determine what materials Defendant Armstrong had provided to Omar Garrison. Defendant Armstrong was struck by the realization that the Organization would not work with him to correct the numerous fraudulent representations made to followers of Scientology and the public about L. Ron Hubbard and the Organization itself. Defendant Armstrong, who, for twelve years of his life, had placed his complete and full trust in Mr. and Mrs. Hubbard and the Scientology Organization, saw that his trust had no meaning and that the massive frauds perpetrated about Hubbard's past, credentials, and accomplishments would continue to be spread.

Less than three weeks before Defendant Armstrong left Scientology, he wrote a letter to Cirrus Slevin on November 25, 1981, in which it is clear that his intentions in airing the inaccuracies, falsehoods, and frauds regarding Hubbard were done in good faith. In his letter he stated as follows:

> "If we present inaccuracies, hyperbole or downright lies as fact or truth, it doesn't matter what slant we give them, if

disproved the man will look, to outsiders at least, like a charlatan. This is what I'm trying to prevent and what I've been working on the past year and a half.

. . .

"and that is why I said to Norman that it is up to us to insure that everything which goes out about LRH is one hundred percent accurate. That is not to say that opinions can't be voiced, they can. And they can contain all the hype you want. But they should not be construed as facts. And anything stated as a fact should be documentable.

"we are in a period when 'investigative reporting' is popular, and when there is relatively easy access to documentation on a person. We can't delude ourselves I believe, if we want to gain public acceptance and cause some betterment in society, that we can get away with statements, the validity of which we don't know.

"The real disservice to LRH, and the ultimate make-wrong is to go on assuming that everything he's ever written or said is one hundred percent accurate and publish it as such without verifying it. I'm

143

> talking here about biographical or non-technical writings. This only leads, should any of his statements turn out to be inaccurate, to a make-wrong of him, and consequently his technology.
>
> "That's what I'm trying to remedy and prevent.
>
> . . .
>
> "To say that LRH is not capable of hype, errors or lies is certanly ^sic! not granting him much of a beingness. To continue on with the line that he has never erred nor lied is counterproductive. It is an unreal attitude and too far removed from both the reality and people in general that it would widen public unacceptance.
>
> . . . . .
>
> ". . . That is why I feel the falsities must be corrected, and why we must verify our facts and present them in a favorable light."

The remainder of the letter contains examples of facts about Hubbard which Defendant Armstrong found to be wholly untrue or inaccurate and which were represented as true by the Hubbards and the Scientology Organization.

In December of 1981 Defendant Armstrong made the decision to leave the Church of Scientology. In order to continue in his commitment to Hubbard and Mr. Garrison in the biography project, he copied a large quantity of documents, which Mr. Garrison had requested or which would be useful to him for the biography. Defendant Armstrong delivered all of this material to Mr. Garrison the date he left the SEA Organization and kept nothing in his possession.

Thereafter, Defendant Armstrong maintained friendly relations with Hubbard's representatives by returning to the Archives office and discussing the various categories of materials. In fact on February 24, 1982, Defendant Armstrong wrote to Vaughn Young, regarding certain materials Mr. Young was unable to locate for Omar Garrison.

After this letter was written, Defendant Armstrong went to the Archives office and located certain materials Mr. Garrison had wanted which Hubbard representatives claimed they could not locate.

At the time Defendant Armstrong left the SEA Organization, he was disappointed with Scientology and Hubbard, and also felt deceived by them. However, Defendant Armstrong felt he had no enemies and felt no ill will toward anyone in the Organization or Hubbard, but still believed that a truthful biography should be written.

After leaving the SEA Organization, Defendant ARmstrong continued to assist Mr. Garrison with the Hubbard biography project. In the spring of 1982, Defendant Armstrong at Mr. Garrison's request, transcribed some of his interview tapes, copied some of the documentation he had, and assembled several more binders of copied materials. Defendant Armstrong also set

145

up shelves for Mr. Garrison for all the biography research materials, worked on a cross-reference systems, and continued to do library research for the biography.

On February 18, 1982, the Church of Scientology International issued a "Suppressive Person Declare Gerry Armstrong," which is an official Scientology document issued against individuals who are considered as enemies of the Organization. Said Suppressive Person Declare charged that Defendant Armstrong had taken an unauthorized leave and that he was spreading destructive rumors about Senior Scientologists.

Defendant Armstrong was unaware of said Suppressive Person Declare until April of 1982. At that time a revised Declare was issued on April 22, 1982. Said Declare charged Defendant Armstrong with 18 different "Crimes and High Crimes and Suppressive Acts Against the Church." The charges included theft, juggling accounts, obtaining loans on money under false pretenses, promulgating false information about the Church , its founder, and members, and other untruthful allegations designed to make Defendant Armstrong an appropriate subject of the Scientology "Fair Game Doctrine." Said Doctrine allows any suppressive person to be "tricked, cheated, lied to, sued, or destroyed."

The second declare was issued shortly after Defendant Armstrong attempted to sell photographs of his wedding on board Hubbard's ship (in which Hubbard appears), and photographs belonging to some of his friends, which also included photos of L.R. Hubbard while in seclusion. Although Defendant Armstrong delivered the photographs to a Virgil Wilhite for sale, he never received payment or return of his friend's photographs. When he became aware that the Church had these photographs, he went to the Organization to request their return. A loud and boisterous argument ensued, and he eventually was told to leave the premises and get an attorney.

From his extensive knowledge of the covert and intelligence operations carried out by the Church of Scientology of California against its enemies (suppressive persons), Defendant Armstrong became terrified and feared that his life and the life of his wife were in danger, and he also feared he would be the target of costly and harassing lawsuits. In addition, Mr. Garrison became afraid for the security of the documents and believed that the intelligence network of the Church of Scientology would break and enter his home to retrieve them. Thus, Defendant Armstrong made copies of certain documents for Mr. Garrison and maintained them in a separate location.

It was thereafter, in the summer of 1982, that Defendant Armstrong asked Mr. Garrison for copies of documents to use in his defense and sent the documents to his attorneys, Michael Flynn and Contos & Bunch.

After the within suit was filed on August 2, 1982, Defendant Armstrong was the subject of harassment, including being followed and surveilled by individuals who admitted employment by Plaintiff; being assaulted by one of these individuals; being struck bodily by a car driven by one of these individuals; having two attempts made by said individuals apparently to involve Defendant Armstrong in a freeway

147

automobile accident; having said individuals come onto Defendant Armstrong's property, spy in his windows, create disturbances, and upset his neighbors. During trial when it appeared that Howard Schomer (a former Scientologist) might be called as a defense witness, the Church engaged in a somewhat sophisticated effort to suppress his testimony. It is not clear how the Church became aware of defense intentions to call Mr. Schomer as a witness, but it is abundantly clear they sought to entice him back into the fold and prevent his testimony.

STIPULATION

The Church of Scientology of California, Mary Sue Hubbard, and Gerald Armstrong, by and through their undersigned counsel, hereby stipulate that in any retrial ordered by any appellate court in Church of Scientology of California v. Gerald Armstrong, LASC No. C 420153, the total damages awarded to the Plaintiff Church of Scientology of California and Plaintiff in Intervention Mary Sue Hubbard, combined for any and all causes of action, shall not exceed twenty five thousand and one dollars ($25,001.00).

DATED: 12/10/86

MICHAEL J. FLYNN
Attorney for Defendant
Gerald Armstrong

DATED: Dec 10, 1986

JOHN G. PETERSON
Attorney for Plaintiff
Church of Scientology
of California

DATED:

MICHAEL LEE HERTZBERG
Attorney for Intervenor
Mary Sue Hubbard

INDEMNITY AGREEMENT

The undersigned hereby agree to jointly indemnify MICHAEL J. FLYNN within the limitation described in the last paragraph hereof, in the event, and only in the event, all of the following conditions occur:

1. The case of Church of Scientology of California v. Armstrong, Los Angeles Superior Court No. 420153 and Court of Appeal No. B005912 the appeal of which is presently pending before the California Appellate Courts, Second District, is reversed and the damage cause of action therein is remanded for a retrial by said the Appellate Court; and

2. The Plaintiff therein, Church of Scientology of California, retries any part of said action, pursuant to that remand, wherein the Church of Scientology of California prays for damages; and

3. Judgment is entered pursuant to said retrial in favor of the Church of Scientology of California and against Gerald Armstrong; and

3. Gerald Armstrong pays any part or all of said judgment for damages; and

4. Michael J. Flynn reimburses Gerald Armstrong for any part or all of the monies paid to the Church of Scientology of California by Gerald Armstrong pursuant to the said judgment.

If all of the foregoing conditions occur the undersigned will indemnify Michael J. Flynn only for the sum of money he has reimbursed Gerald Armstrong. In no event will the undersigned indemnify Michael J. Flynn for any sum greater than twenty-five thousand dollars.

Earle C. Cooley
EARLE C. COOLEY

LE Heller
LAWRENCE E. HELLER

X

2380

HUBBARD COMMUNICATIONS OFFICE
Saint Hill Manor, East Grinstead, Sussex

Remimeo

HCO POLICY LETTER OF 18 OCTOBER 1967
Issue IV

PENALTIES FOR LOWER CONDITIONS

(Applies both Orgs and Sea Org)

LIABILITY - Suspension of Pay and a dirty grey rag on left arm and day and night confinement to org premises.

TREASON - Suspension of pay and deprivation of all uniforms and insignia, a black mark on left cheek and confinement on org premises or dismissal from post and debarment from premises.

DOUBT - Debarment from premises. Not to be employed. Payment of fine amountin to any sum may have cost org. Not to be trained or processed. Not to be communicated or argued with.

ENEMY - SP Order. Fair game. May be deprived of property or injured by any means by any Scientologist without any discipline of the Scientologist. May be tricked, sued or lied to or destroyed.

LRH:jp

Copyright c 1967
by L. Ron Hubbard
ALL RIGHTS RESERVED

L. RON HUBBARD
Founder

SEA ORGANIZATION

FLAG CONDITIONS ORDER 6664

18 February 1982

SUPPRESSIVE PERSON DECLARE

GERRY ARMSTRONG

GERRY ARMSTRONG of California is hereby declared a SUPPRESSIVE PERSON for the following Crimes and High Crimes.

1. Violation of HCO PL 7 December 1976 LEAVING AND LEAVES, which states: "Where a person is secretly planning to leave and making private preparations to do so without informing the proper terminals in an org and does leave (blow) and does not return within a reasonable length of time an automatic Declare is to be issued."
2. Spreading destructive rumours about senior Scientologists.
3. Announcing departure from Scientology (but not by reason of leaving an organization, a location or situation or death).

Gerry took an unauthorized leave at Christmas and has refused to return and route out properly, although he has been contacted and requested to do so. Following his blow he has made statements to the effect that he is no longer a Scientologist and that the tech does not work. He has also made derogatory statements to three staff members concerning a Senior Scientologist. Gerry has also stated that people should leave Scientology.

Should Gerry come to his senses and wish to recant, he is to apply steps A-E of HCO PL 16 May 80 Iss III ETHICS, SUPPRESSIVE ACTS, SUPPRESSION OF SCIENTOLOGY AND SCIENTOLOGISTS. Should he fail to apply these steps he will be expelled from the Church of Scientology and debarred from Advanced Courses. Should he claim the label to be false, he may request a Committee of Evidence, per the above referenced policy.

His only terminal is the Continental Justice Chief PAC.

PO1 Paul Laquerre
International Justice Chief
Authorized by
AVC
for the
CHURCH OF SCIENTOLOGY
INTERNATIONAL

SEA ORGANIZATION

FLAG CONDITIONS ORDER 6664R

18 February 1982
Revised 22.4.82

SUPPRESSIVE PERSON DECLARE

GERRY ARMSTRONG

GERRY ARMSTRONG, now of Costa Mesa, California, is hereby DECLARED A SUPPRESSIVE PERSON according to HCO PL 7 Dec 76 LEAVING AND LEAVES:

> "Where a person is secretly planning to leave and making private preparations to do so without informing the proper terminals in an org and does leave (blow) and does not return within a reasonable length of time an automatic Declare is to be issued."

Gerry took an unauthorized leave in December 1981 and has refused to return and route out properly although he has been contacted and repeatedly requested to do so.

Since Gerry was declared on 18 Feb 1982, reports have been made that also bring the following charges against him for Crimes and High Crimes and Suppressive Acts against the Church:

1. THEFT.
2. ILLEGALLY TAKING OR POSSESSING CHURCH PROPERTY.
3. RESELLING ORG MATERIEL FOR PRIVATE GAIN.
4. IMPERSONATING A SCIENTOLOGIST OR STAFF MEMBER WHEN NOT AUTHORIZED.
5. FALSIFYING REPORTS.
6. MAKING OUT OR SUBMITTING OR ACCEPTING FALSE PURCHASE ORDERS.
7. JUGGLING ACCOUNTS.
8. OBTAINING LOANS OR MONEY UNDER FALSE PRETENSES.
9. ISSUING THE DATA OR INFORMATION OR INSTRUCTIONAL OR ADMINISTRATIVE PROCEDURES WITHOUT CREDIT OR FALSELY ASSIGNING CREDIT FOR THEM TO ANOTHER.
10. ENGAGING IN MALICIOUS RUMOUR-MONGERING TO DESTROY THE AUTHORITY OR REPUTE OF HIGHER OFFICERS OR THE LEADING NAMES OF SCIENTOLOGY OR TO "SAFEGUARD" A POSITION.
11. SEEKING TO SPLINTER OFF AN AREA OF SCIENTOLOGY AND DENY IT PROPERLY CONSTITUTED AUTHORITY FOR PERSONAL PROFIT, PERSONAL POWER OR "TO SAVE THE ORGANIZATION FROM THE HIGHER OFFICERS OF SCIENTOLOGY."
12. PRONOUNCING SCIENTOLOGISTS GUILTY OF THE PRACTICE OF STANDARD SCIENTOLOGY.
13. WILLFUL LOSS OR DESTRUCTION OF CHURCH PROPERTY.
14. HOLDING SCIENTOLOGY MATERIALS OR POLICIES UP TO RIDICULE, CONTEMPT OR SCORN.
15. SPREADING DESTRUCTIVE RUMOURS ABOUT SENIOR SCIENTOLOGISTS.
16. PRETENDING TO EXPRESS A MULTIPLE OPINION (USE OF "EVERYBODY") IN VITAL REPORTS.
17. BEING A KNOWING ACCESSORY TO A SUPPRESSIVE ACT.
18. FAILURE TO HANDLE OR DISAVOW AND DISCONNECT FROM A PERSON DEMONSTRABLY GUILTY OF SUPPRESSIVE ACTS.

Since Gerry Armstrong left the Church, he has falsely represented himself to others and said he was on a "secret mission." Representing himself then as a staff member, he then misrepresented the actions of the Church and its members to others. Gerry has chronically misrepresented himself and others.

He has spoken out for LSD and LSD-proponent Timothy Leary knowing full well that such illicit drugs are strictly prohibited by the Church and that Church Founder L. Ron Hubbard has written against their usage or promotion due to their destructive nature. Knowing that LRH also has researched and written how to combat the effects of these illicit drugs, Gerry Armstrong has degraded LRH's research and prefers to promote the research of Timothy Leary.

Gerry has taken and sought to sell Church property. He has also failed to return Church property he obtained. He also falsified his Church financial records by failing to state the nature of the intended purchases and failing to spend the money for the approved items. Records by him show purchases for personal items as well as covering the expenses of non-Church companies.

Gerry was also found to be promulgating false information about the Church, its Founder and members. He used his position to create and transmit erroneous information under the guise of "documentation." Altered documents have been found in his area.

Should Gerry Armstrong come to his senses and wish to recant, he should apply steps A-E of HCO PL 16 May 80 III ETHICS, SUPPRESSIVE ACTS, SUPPRESSION OF SCIENTOLOGY AND SCIENTOLOGISTS. Should he fail to apply these steps he will be expelled from the Church and be debarred. Should he claim the label or the charges to be false, he may request a Committee of Evidence per the above referenced policy.

His only terminal is the Continental Justice Chief PAC.

PO1 Paul Laquerre
Int Justice Chief

Authorized by AVC

for the

CHURCH OF SCIENTOLOGY
INTERNATIONAL

CSI:AVC:PL:bk

2384

MAGAZINE ARTICLES ON
LEVEL
0
CHECKSHEET

BY L.RON HUBBARD

THE AMERICAN ST. HILL ORGANIZATION

Published by
The American St. Hill Organization
(A branch of the Church of Scientology of
California, a non-profit corporation in
the U.S.A. Registered in England.)
2723 West Temple Street
Los Angeles, California 90026

Copyright © 1968 by L. Ron Hubbard
All Rights Reserved

Reprinted, 1971

THE E-METER IS NOT INTENDED OR EFFECTIVE FOR THE
DIAGNOSIS, TREATMENT OR PREVENTION OF ANY DISEASE

Printed in the United States of America
by Anderson, Ritchie & Simon, Los Angeles

2386

CONTENTS

Page

IMPORTANT NOTE 4

STRAIGHT WIRE: A MANUAL OF OPERATION 5

MORE CONFRONTING 39

THE SCALE OF AWARENESS 44

DISSEMINATION OF MATERIAL 50

THE ADVENTURE OF COMMUNICATION 78

HOW TO STUDY SCIENTOLOGY 80

ASSISTS IN SCIENTOLOGY 90

THE THEORY OF COMMUNICATION 96

Dissemination of Material

The dissemination of materials of Scientology is a problem of comparable stature to the use of techniques on a preclear in an auditing session. Just as you would not process a preclear with heavy processes when all he could take might be ARC Straight Wire, thus you would not issue Scientology materials of considerable weight to people incapable of assimilating them.

The immediate result of the issuance of materials not intended for that audience is to produce a state of confusion in the minds of that audience regarding Scientology. Here we have no question of talking down to people. Here we have no question of 'watering' our material, but we do have a question of disseminating Scientology. If we do it properly, then Scientology will be very broadly known. If we do it improperly it will stop in its tracks, and be known, if at all, as a confusion.

When materials are issued above the acceptance level of an audience, a confusion results. A confusion is the antithesis of a flow. Any communication resulting in a confusion then brings about an eddy or tumbling of particles rather than their spread. And a confusion at length becomes a mystery.

Part ten of the Code of a Scientologist says: "I pledge myself to engage in no unseemly disputes with the uninformed on the subject of my profession." This is an immediate injunction not to start an eddy of confusion. The employment of Scientology to the greatest good of the greatest number of Dynamics does not include using it knowingly or unknowingly to confuse hearers.

An outline of the communication lines of Scientology follows:

1. The General public to the general public.
2. Scientologists to the general public.
3. Member HASI to member HASI.
4. Trained Scientologist to a member of the HASI.
5. Member of the HASI to a preclear.
6. Trained Scientologist to a preclear.
7. Trained Scientologist to a trained Scientologist.
8. HASI to membership.
9. HASI to trained Scientologist.
10. HASI to the general public

1. GENERAL PUBLIC TO THE GENERAL PUBLIC

There are several things we would like the general public to say to the general public about Scientology. The first of these is that we would like the general public, when it sees an individual or group problem, to be quite certain that the proper thing to do is for that individual or group to consult a Scientologist. For instance, if somebody is having headaches, we would like his friends to come to the obvious solution that this person should see a Scientologist or should join a group undergoing processing.

The next on this communication line is that Scientology does not pose any threat, that Scientologists are good citizens, and that they can be trusted with problems of a private and confidential nature, or with problems dangerous to other people, such as the problem of criminality. Another frame of mind we would like to see the public have and register is that people attacking Scientologists have something wrong with them (and if you could meet any such people personally you would see that this is no more than truth). As a subdivision of this, the actual substance of communication about what Scientology is, from the general public to the general public, should be that Scientology says that good health and immortality are attainable. That it is something compounded out of all Man knows of the subject of Man, and that people are living units operating bodies, rather than bodies, and that this living unit is the human soul. Given this much communication line, the general public can embroider enormously, and unless a person in the general public can express his opinions, and unless the subject gives him a chance to express his own opinions, and so let HIM be interestING, he will not talk about the subject. Thus the data in the general public should give individuals a chance to be interesting, by knowing no more and no less than the above. We are not interested in sensationalism personalities, or the complexity of Scientological methodology being discussed by the general public. As a subdivision of this, we do not want Scientology to be reported in the press, anywhere else than on the religious page of newspapers. It is destructive of word of mouth to permit the public presses to express their biassed and badly reported sensationalism. Therefore we should be very alert to sue for slander at the slightest chance so as to discourage the public presses from mentioning Scientology. What the newspapers say is not word of mouth. As an example of this, how many minutes today have you spent in discussing current events? NEWSPAPER REPORTERS WRITING ARTICLES ON SCIENTOLOGY DO NOT EXPRESS SCIENTOLOGY. Scientologists should never let themselves be interviewed by the press. That's experience talking!

As a subdivision of general public to general public we have the problem of the professions which might consider Scientology to be antipathetic to them, amongst these would be psychologists and medical doctors as well as psychiatrists. These persons are entirely in error when they express the opinion that Scientologists are against them. Scientology does not consider them sufficiently important to be against. Flour-pills or any incantation or system will produce in 22 per cent. of the public, benefit. Therefore, any practice or art can always achieve 22 per cent. recovery in their patients. It is when we better this 22 per cent. that we are being efficient. We have no more quarrel with a psychologist than we would have with an Australian witch-doctor. We have no quarrel with a pychiatrist any more than we should quarrel with a barbarian because he had never heard of nuclear physics. And as for the medical doctor, we know very well that modern medical practice, having lately outgrown phlebotomy, has come of age to point where it can regulate structure in a most remarkable and admirable way. In Scientology we believe a medical doctor definitely has his role in a society just as an engineer has his role in civil government. We believe that a medical doctor should perform emergency operations such as those made necessary by accidents; that he should perform orthopaedics; that he should deliver babies; that he should have charge of the administration of drugs; that his use of antibiotics is beneficial; and that wherever he immediately and curatively addresses structure he is of use in a community. The only place we would limit a medical doctor is in the field of treatment of psychosomatic medicine, where he has admittedly and continuously failed, and the only thing we would ask a medical doctor to change about his practice is to stop taking money for things he knows he cannot cure, i.e., spiritual, mental, psychosomatic, and social ills.

With regard to psychologists, medical doctors, and psychiatrists, then, what would one say in talking with them? But again we have section 10 of the Code of the Scientologist. You wouldn't expect this psychologist, or phychiatrist, or medical doctor to get into an argument with you on how to get rats or find their way through mazes, how you would set a tibia, or what voltage you would put on an electric shock machine. Therefore, and equally, do not permit yourself to be put in the situation where you are discussing privately or in public, the methodologies of your wisdom. The attitude of a Scientologist toward people is these professions should be: "I have my techniques. It took me a long time to learn them just as it took you a long time to learn yours, and I am not going to try to make a minister out of you, and you are not going to try to make a medical doctor (psychiatrist, psychologist) out of me. I am an expert instructor only where it is intimately involved with the human spirit. I can produce my effects. You can produce yours. In view of the fact that you do not pretend to operate in the field of the human spirit, and I do not pretend to operate in the field of structure, I do not see how there can be any discussion. But things that I can't handle in structure when called upon I will be very happy to refer to you, and I shall expect that when matters of the spirit come into question you will have enough understanding of life, where we are all specialists, to refer them to me" A quiet explanation of this character will do a great deal to place you as a professional man in their realm of understanding of professional men.

Should anyone challenge you for having suddenly secured a relief in a hospital or an institution from some dire malady which balked the efforts of the professional men in charge of it, and should you ever be "called upon the carpet" for having "interfered" with the progress of a case, you should be extremely dismayed, and act it, to find yourself in the presence of barbarians who do not believe in the power of prayer, in the will of God, or the promises of Jesus Christ. And you should point out that, whereas the body was in their keeping, they did not at any time care to take purview of the human soul. And if anything has occurred because the soul, in your province, then reacted upon the body, you believe that they are unwilling to admit the will of God in their treatment of human beings, and if this is the case you now, while you are being addressed by such people, discover yourself to be in a strange place where men pretending to be Christians doubt God, the Son of God, and the power of prayer. Your entire address to such people, in such a situation, publicly or privately, should be entirely overt, accusative, and not at any time apologetic. And you should immediately make it your business to place this matter before the proper authorities, that people are in charge of an institution here, are not Christians, and do not believe in God, and you should inform your accusers that you are going to do so.

Should you ever be arrested for practicing Scientology, treating people, make very sure, long before the time comes, that you have never used drugs or surgery, and that you have never prescribed a diet, or vitamins, and when that time might come, make very sure that you immediately and instantly, within two or three hours after your receipt of the warrant, have served upon the signer of that warrant, a personal civil suit for $100,000.00 damages for having caused the arrest of a Man of God going about his business in his proper profession, and for having brought about embarrassing publicity and molestation. Place the suit and WIRE THE HASI IMMEDIATELY. Make the whole interest during the entire time of such an unfortunate occurrence the fact that the signer of such a warrant, who would ordinarily be a medical doctor in charge of the medical department of some city, had dared fly in the teeth of religion. And use what is necessary of the earlier passage above to drive the point home. DO NOT simply fall back out of communication if you are attacked, but attack, much more forcefully and artfully and arduously. And if you are foolish enough to have an attorney who tells you not to sue, immediately dismiss him and get an attorney who will sue. Or, if no attorney will sue, simply have an HASI suit form filled out and present it yourself to the county clerk in the court of the area in which your case has come up.

IN ALL SUCH CASES OR ARREST FOR THE PRACTICE OF SCIENTOLOGY, THE HASI WILL SEND A REPRESENTATIVE AT ONCE, BUT DO NOT WAIT FOR HIS ARRIVAL TO PLACE THIS SUIT. THE SUIT MUST ALREADY HAVE BEEN FILED WHEN THE HASI ATTORNEY ARRIVES.

In other words, do not, at any moment leave this act unpunished, for, if you do you are harming all other Scientologists in the area. When you are attacked it is your responsibility then to secure from further attack not only yourself but all those who work with you. Cause blue flame to dance on the court house roof until everybody has apologized profusely for having dared to become so adventurous as to arrest a Scientologist who, as a minister of the church, was going about his regular duties. As far as the advances of attorneys go that you should not sue, that you should not attack, be aware of the fact that I, myself, in Wichita, Kansas, had the rather interesting experience of discovering that my attorney employed by me and paid by me, had been for some three months in the employ of the people who were attacking me, and that this attorney had collected some insignificant sum of money after I hired him, by going over to the enemy and acting upon their advices. This actually occurred, so beware of attorneys who tell you not to sue. And I call to your attention the situation of any besieged fortress. If that fortress does not make sallies, does not send forth patrols to attack and harass, and does not utilize itself to make the beseiging of it a highly dangerous occupation, that fortress may, and most often does, fall.

The DEFENSE of anything is UNTENABLE. The only way to defend anything is to ATTACK, and if you ever forget that, then you will lose every battle you are ever engaged in, whether it is in terms of personal conversation, public debate, or a court of law. NEVER BE INTERESTED IN CHARGES. DO, yourself, much MORE CHARGING, and you will WIN. And the public, seeing that you won, will then have a communication line to the effect that Scientologists WIN. Don't ever let them have any other thought than that Scientology takes all of its objectives.

Another point directly in the interest of keeping the general public to the general public communication line in good odor: it is vitally important that a Scientologist put into action and overtly keep in action Article 4 of the Code: "I pledge myself to punish to the fullest extent of my power anyone misusing or degrading Scientology to harmful ends." The only way you can guarantee that Scientology will not be degraded or misused is to make sure that only those who are trained in it practice it. If you find somebody practicing Scientology who is not qualified, you should give them an opportunity to be formally trained, at their expense, so that they will not abuse and degrade the subject. And you would not take as any substitute for formal training any amount of study.

You would therefore delegate to members of the HASI who are not otherwise certified only those processes mentioned below, and would discourage them from using any other processes. More particularly, if you discovered that some group calling itself "precept processing" had set up and established a series of meetings in your area, that you would do all you could to make things interesting for them. In view of the fact that the HASI holds the copyrights for all such material, and that a scientific organization of material can be copyrighted and is therefore owned, the least that could be done to such an area is the placement of a suit against them for using materials of Scientology without authority. Only a member of the HASI or a member of one of the churches affiliated with the HASI has the authority to use this information. The purpose of the suit is to harass and discourage rather than to win.

The law can be used very easily to harass, and enough harassment on somebody who is simply on the thin edge anyway, well knowing that he is not authorized, will generally be sufficient to cause his professional decease. If possible, of course, ruin him utterly.

A D.Scn. has the power to revoke a certificate below the level of D.Scn. but not a D.Scn. However, he can even recommend to the *CECS of the HASI that D.Scns. be revoked, and so any sincere Scientologist is capable of policing Scientology. This is again all in the interest of keeping the public with a good opinion of Scientology, since bad group processing and bad auditing are worse than bad publicity and are the worst thing that can happen to the general public to general public communication line.

The best thing that can happen to it is good auditing, good public presentation, and a sincere approach on the subject of Scientology itself. Remember, we are interested in ALL treatment being beneficial, whether it is Scientology or not. For bad treatment in any line lowers the public opinion of all treatment.

In addressing persons professionally interested in the ministry, we have another interesting problem in public presentation. We should not engage in religious discussions. In the first place, as Scientologists, we are gnostics, which is to say that we know what we know. People in the ministry ordinarily suppose that knowingness and knowledge are elsewhere resident than in themselves. They believe in belief and substitute belief for wisdom. This makes Scientology no less a religion, but makes it a religion with an older tradition and puts it on an intellectual plane.

Religious philosophy, then, as represented by Scientology, would be opposed in such a discussion to religious practice. We are all-denominational rather than non-denominational, and so we should be perfectly willing to include in our ranks a Moslem, or a Taoist, as well as any Protestant or Catholic, while people of the ministry in Western civilization, unless they are evangelists, are usually dedicated severely to some faction which in itself is in violent argument with many other similar factions. Thus these people are ready to argue and are practiced in argument, and there are more interpretations of one line of scripture than there are sunbeams in a day. Beyond explaining one's all-denominational character, explaining that one holds the Bible as a holy work, one should recognize that the clergy of Western Protestant churches defines a minister or the standing

---

*Committee for Examinations, Certification and Services.

of a church by these salient facts: Jesus Christ was the Savior of Mankind. Jesus Christ was the Son of God.

We in Scientology find no argument with this, and so in discussing Scientology with other ministry one should advance these two points somewhere in the conversation. Additionally, one should advance to the ministry exactly those things mentioned earlier as what we would like the general public to believe. Christ, if you care to study the New Testament, instructed his disciples to bring wisdom and good health to man, and promised mankind immortality, and said the Kingdom of Heaven was at hand, and the translators have not added that "at hand" possibly meant three feet back of your head. We could bring up these points but there is no reason to. You are not trying to educate other ministry. A friendly attitude toward other ministry in general, and fellow ministers in particular, is necessary.

The way to handle an individual minister of some other church is as follows: get him to tell you exactly what HE believes, get him to agree that religious freedom is desirable, then tell him to make sure that if that's the way he believes, he should keep on believing that, and that you would do anything to defend his right to believe that.

None of these people as individuals are antipathetic. They know a great deal about public presence, and can be respected for such knowledge. However, engaging in long discourses, or trying to educate a minister of some Protestant church or a priest of the Catholic faith into the tenets of Scientology is not desirable and is directly contrary to Article 10 of the Code of a Scientologist.

You will find you have many problems and people in common with other ministers. They're alive too. Also you will see a campaign to place only ministers in charge of the mind, and mental healing. Talk about these things.

The Christian Church has been hurt by factionalism. We stand for peace and happiness. Therefore, let us carry it forward by example, not by unseemly discussions.

2. SCIENTOLOGISTS TO THE GENERAL PUBLIC

In the assemblage of congregations, and in addressing the general public at large, a Scientologist has a responsibility to give to the public, in the form of such congregations or meetings, information acceptable to them, which can be understood by them, and which will send them away with the impression that the Scientologist who addressed them knew definitely what he was talking about and that Scientology is an unconfused, clear-cut subject.

Deponent: Kenneth David Long
Deponent's First Affidavit
Sworn on 5th October 1987
In support of Plaintiff
Resworn on 7th October 1987

IN THE HIGH COURT OF JUSTICE 1987 C No.6140

CHANCERY DIVISION

BETWEEN:

CHURCH OF SCIENTOLOGY OF CALIFORNIA Plaintiff

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED Defendants

AFFIDAVIT
OF KENNETH DAVID LONG

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:-

1. I have been a member of the Church of Scientology for 11 years, and a member of the Church's staff for 7 years. I am employed by the Church of Scientology of California (hereinafter called "the Church") which is a non-profit making religious corporation registered in California since 1954. My duties for the past 5 years have required that I work closely with and assist Church counsel in all phases of litigation in the United States, including the Church's litigation with Gerald D. Armstrong.

2. I have caused to be reviewed a manuscript of approximately 375 pages and entitled "Bare-Faced Messiah" by Russell Miller. There is now produced and shown to me marked "KDL 1" a copy of Mr. Miller's manuscript. This book contains direct quotes from unpublished writings of L. Ron Hubbard including personal diaries. From reading this manuscript it is self-evident that the unpublished quotes could not have been included without having the documents at hand. These documents could not have been obtained except by unauthorised access to them.

3. Mr. Miller in his publication goes into a rather detailed explanation as to how Gerry Armstrong, an ex-employee of the Church, had acquired these private writings of Mr. Hubbard's while working as a researcher on a biography of Mr. Hubbard. My affidavit will explain how these unpublished writings could only have come from Gerry Armstrong in breach of his agreements to keep these private writings absolutely confidential.

4. Gerald Armstrong was an employee of the Church from February 1969 to December 1981. There is now produced and shown to me marked "KDL 2", as evidence of Mr. Armstrong's employment, a copy of the W-2 Wage and Tax Statements issued by the Church for Mr. Armstrong during the years 1977 and 1978. There is also now produced and shown to me marked "KDL 3" a copy of an Affidavit executed by Mr. Armstrong on April 12, 1980, in which Mr. Armstrong affirmed at paragraph 1 that he was employed by the Church.

5. On January 8, 1980, Mr. Armstrong requested permission from the Founder of the religion of Scientology, Mr. L. Ron Hubbard, to be allowed to create a position within the Church which would compile, protect and preserve Mr. Hubbard's personal papers. Mr. Armstrong informed Mr. Hubbard that his purpose in making the request was because the position would require that "the person doing such would have to have your trust". There is produced and shown to me marked "KDL 4" a copy of Mr. Armstrong's request of January 8, 1980 to Mr. Hubbard. As the Court will see, Mr. Armstrong's request was copied to his supervisors within the Church in the upper right hand corner of the first page.

6. Upon Mr. Armstrong's request, the Church then allowed Mr. Armstrong to create a position within a division of the Church known as the "Personal Office of LRH". There is now

produced and shown to me marked "KDL 5" a copy of the Fictitious Business Name Statement of March 12, 1980 which established the Personal Office of LRH as a fictitious name for the Church of Scientology of California. Mr. Armstrong's new position was entitled "Senior LRH Personal Public Relations Officer Researcher" ("Snr R Pers PRO Researcher"). There is now produced and shown to me marked "KDL 6" a copy of the dispatch distributed by Mr. Armstrong on February 3, 1980, announcing his assumption of the new position.

7. As the Court will see, Mr. Armstrong was aware of his obligation to hold confidential the information he obtained as an employee of the Church long before he assumed the position of Researcher in 1980 and he continued to remain aware of this obligation while holding that position. There is now produced and shown to me marked "KDL 7" a copy of the Non-Disclosure and Release Bond executed by Mr. Armstrong on March 18, 1977 in which Mr. Armstrong acknowledged his employment with the Church and that any information or knowledge obtained by him as an employee was done so in a relationship of trust and confidence and imparted to him a fiduciary duty to the Church. There is also now produced and shown to me marked "KDL 8" a copy of the dispatch dated February 22, 1980 and written by Mr. Armstrong, in which he describes the value of the materials which he was collecting

and requesting increased security arrangements for the office in which those materials were to be stored. As the Court will see, Mr. Armstrong stated that he would sleep in the office to ensure the safety of those documents until such time as the security arrangements had been enhanced. There is now also produced and shown to me marked "KDL 9" a dispatch by Mr. Armstrong of May 14, 1980, in which he stated that other Church staff were "extremely reluctant" to furnish him with personal information about Mr. Hubbard's family and friends, and in which Mr. Armstrong obtained access to such information after assuring his fellow staff "as to the confidentiality these files are given".

8. On October 30, 1980, AOSH DK Publications and author Omar V. Garrison entered into an Agreement under which Mr. Garrison was to engage in the writing of a biography of Mr. Hubbard. There is now produced and shown to me marked "KDL 10" a copy of the agreement between Mr. Garrison and AOSH DK Publications. Shortly thereafter, AOSH DK Publications requested assistance from the Church in executing the terms of its agreement with Mr. Garrison, and specifically the assignment of a Church employee who would work as an assistant to Mr. Garrison and "assist in research and office duties as needed". There is now produced and shown to me marked "KDL 11" a copy of the letter of November 14, 1980 sent by the Secretary of the Board for AOSH DK Publications

to the Board of Directors for the Church. As the Court will see, the Board of Directors for the Church confirmed the agreement with the terms of the letter, and later ratified its agreement in a written Resolution. There is now produced and shown to me marked "KDL 12" a copy of the Resolution adopted by the Board of Directors of the Church in adopting the agreements proposed by AOSH DK Publications. Mr. Armstrong was the Church employee thereafter provided to Mr. Garrison pursuant to this agreement.

9. Mr. Armstrong assisted Mr. Garrison as a researcher and office assistant until he voluntarily terminated his employment with the Church on December 12, 1981. As the Court will see, by the time Mr. Armstrong left the Church he had furnished Mr. Garrison with "a great deal of materials" which were in Mr. Garrison's possession. There is now produced and shown to me marked "KDL 13" a copy of Mr. Armstrong's letter of December 12, 1981, in which he resigned his position in the Church.

10. On August 2, 1982, the Church brought a lawsuit against Gerald Armstrong, under two causes of action, namely, conversion and breach of fiduciary relationship, in respect of which the Church sought injunctive relief and imposition of a constructive trust. There is now produced and shown to me marked "KDL 14" a true and accurate copy of the

complaint. On August 24, 1982, the Honourable Judge John L. Cole of the Los Angeles County Superior Court issued a Temporary Restraining Order requiring Mr. Armstrong, his counsel, and all other persons participating or working in concert with Mr. Armstrong to surrender to the Clerk of the Los Angeles Superior Court all of the documents taken by Mr. Armstrong. There is now produced and shown to me marked "KDL 15" a copy of the Temporary Restraining Order. As the Court will see, the terms of that Order specified that the documents surrendered to the Court would remain under seal, available only to the parties in the action and only for purposes of that action.

11. On October 4, 1982, the Honourable Judge John L. Cole issued an order superseding the Temporary Restraining Order, but which maintained the sealing and confidentiality provisions of his prior Order pending resolution of the matter. There is now produced and shown to me marked "KDL 16" a copy of the Preliminary Injunction dated October 4, 1982.

12. On June 24, 1983 after several disputes over the writing of the LRH biography, Mr. Garrison entered into a Settlement Agreement with New Era Publications, the successor corporation to AOSH DK Publications. There is now produced and shown to me marked "KDL 17" a copy of the

public settlement agreement, in which Mr. Garrison acknowledged that he returned all copies of the materials furnished to him to the Church of Scientology International and that he has no right of possession to any of those materials.

13. Trial was heard on the Church's suit against Mr. Armstrong from May 3, 1984 through June 8, 1984. On June 20, 1984 the trial court issued a Memorandum of Intended Decision which, on July 20, 1984, was held to be the Statement of Decision. As the Court will see, the trial court ruled that the Church had made out a prima facie case against Mr. Armstrong for conversion, breach of confidence, breach of fiduciary relationship and invasion of privacy, but that Mr. Armstrong was justified in having taken the materials. The trial court also ordered certain of the previously sealed exhibits to remain under seal while unsealing the majority of the previously sealed trial exhibits. The trial court also ordered that the documents surrendered to the Clerk of the Court pursuant to the Temporary Restraining Order of August 1982 which had not been introduced during trial were to remain under seal pending trial of a separate suit brought by Mr. Armstrong against the Church. There is now produced and shown to me marked "KDL 18" a true and accurate copy of the Memorandum of Intended Decision dated June 20, 1984. This decision is

currently still on appeal.

14. Following the trial, the Church sought and obtained a series of sealing orders which effectively maintained the sealing of the trial exhibits right up to and including December 1986. There is now produced and shown to me marked "KDL 19" true and accurate copies of the sealing orders. In December 1986, as the result of a settlement agreement reached between the Church and Mr. Armstrong in relation to Mr. Armstrong's cross-complaint, the trial court ordered the documents be returned to the Church. There is now produced and shown to me marked "KDL 20" a true and accurate copy of the December 11, 1986 Order issued by the trial court allowing for the return of the trial exhibits to the Church. The trial exhibits were then returned to the Church without their ever having been made available by the court to the general public for copying.

15. As the Court will see in reviewing "KDL 20", referred to immediately above, the settlement agreement entered into by the Church and Mr. Armstrong did not affect the Church's appeal of the trial court's decision in its case against Mr. Armstrong. In addition to seeking the numerous temporary sealing orders described above following the 1984 trial, the Church had also initiated proceedings to appeal the trial court's July 20, 1984 ruling. That appeal is still pending

with the California Court of Appeal and the action is still very much alive.

16. As stated above I have reviewed the manuscript by Russell Miller entitled "Bare-Faced Messiah". I have also caused to be reviewed certain documents returned to the Church by the court in December 1986 after the settlement with Mr. Armstrong. Mr. Miller's manuscript contains a number of direct quotes taken from these documents which were held under seal by the court.

17. At page 24 of the manuscript, Mr. Miller both refers to information contained in, and quotes directly from, Mr. Hubbard's Boy Scout diary. This diary was never introduced at trial of the action against Mr. Armstrong and so has never been unsealed nor made available to the general public.

18. At pages 45 to 46 of the manuscript, a letter from Mr. Hubbard's mother to Mr. Hubbard is quoted. This document has never been made available to the general public.

19. At pages 81 to 82 of the manuscript, large portions of a letter from Mr. Hubbard to his wife, Polly, are quoted. That letter, which I believe to be dated July 21, 1938, was

taken by Mr. Armstrong and then surrendered to the Clerk of the Court in August 1982. It was never introduced at trial in the action against Mr. Armstrong, and so has never been unsealed or made available to the general public.

20. At page 90 of the manuscript, a sentence from a one page letter from Mr. Hubbard to the Cape Cod Instrument Company is quoted. That letter was taken by Mr. Armstrong as part of a larger compilation of documents concerning a cruise taken by Mr. Hubbard, and was then surrendered to the Clerk of the Court in August 1982. It was never introduced at trial in the action against Armstrong, and so has never been unsealed or made available to the general public.

21. At pages 107 to 108 of the manuscript, several sentences written by Mr. Hubbard on January 6, 1944 in a Journal he kept as an officer in the U.S. Navy are quoted. That Journal was taken by Mr. Armstrong and then surrendered to the Clerk of the Court in August 1982. It was never introduced at trial in the action against Mr. Armstrong and so has never been unsealed or made available to the general public.

22. At pages 23 to 25, 29 to 34 and 37 to 45 of the manuscript, numerous passages are directly quoted from three diaries kept by Mr. Hubbard between 1927 and 1929.

These diaries primarily concern several trips made by Mr. Hubbard to the Orient, including Japan, China and Hong Kong. These have never been available to the general public.

23. On page 258 of the manuscript, Mr. Miller both quotes from and gives information from a "Tentative Constitution for Rhodesia", written by Mr. Hubbard. This document has never been available to the general public.

24. Mr. Armstrong testified during a deposition taken on August 1, 1986 that he had met Mr. Miller in approximately May of 1986. Mr. Armstrong indicated that not only did he believe that Mr. Miller had archival documents, but also that Mr. Miller was aware of the litigation arising out of Mr. Armstrong's breach of fiduciary duty to the Church and would have had or read documents about the Church's suit against him in this respect. Mr. Armstrong also indicated that he had furnished Mr. Miller with documents and information, although he did not identify which documents he had provided to Mr. Miller. There is now produced and shown to me marked "KDL 21" a true and accurate copy of Mr. Armstrong's testimony of August 1, 1986 concerning his contact with Mr. Miller.

25. Mr. Miller, by his own admission, is fully aware that the Church issued legal proceedings against Mr. Armstrong

for removal of Mr. Hubbard's confidential documents from the Church while Mr. Armstrong was employed by the Church. Mr. Miller is also fully aware that the Church has appealed the decision of the Los Angeles Superior Court, and that these confidential documents, the contents of some of which Mr. Miller is now seeking to publish, still remained under court seal when he obtained them from Mr. Armstrong.

26. For the reasons stated above, I know that the documents quoted and paraphrased in Mr. Miller's manuscript were not available to him from the court. I also know that Mr. Armstrong refused to obey an order of the court, and retained possession of documents which he had been ordered to surrender to the court for safekeeping under seal. I also know that Mr. Armstrong had contact with Mr. Miller as early as mid-1986. Based on these facts, it is my belief that the documents quoted and paraphrased in Mr. Miller's manuscript were furnished to Mr. Miller by Mr. Armstrong, and that they could not have been furnished to Mr. Miller by anyone else as no-one else other than Mr. Armstrong had access to these documents. Given these facts I am greatly concerned that Mr. Miller may still be in possession of copies of the said documents and may disseminate confidential information contained therein by distributing copies of the said documents to third parties or in some other manner impart the information contained therein to

such third parties.

27. I have read the affidavit written by David Morton Ziff and understand that Mr. Ziff's affidavit states that he witnessed the taking of a photograph of L. Ron Hubbard on the ship "Apollo" in Portugal in 1970. Mr. Ziff attaches to his affidavit a photograph of L. Ron Hubbard and states that the photograph was taken by Sylvia Calhoun, who at the time was employed by the Church as the "LRH Photographer". This unpublished photograph of L. Ron Hubbard is owned by the Church and the negative of the photograph is in the possession of the Church. There is now produced and shown to me marked "KDL 22" a copy of a photograph of L. Ron Hubbard which is the same photograph of Mr. Hubbard taken by Sylvia Calhoun on the ship Apollo in 1970 as described in the affidavit of Mr. Ziff.

28. There is now produced and shown to me marked "KDL 23" a copy of an advertisement which appeared in the publication "Bookseller", Issue number 4256, dated July 17, 1987. This advertisement depicts the forthcoming book "Bare-Faced Messiah, the True Story of L. Ron Hubbard" and includes a picture of L. Ron Hubbard, which is the same photograph of L. Ron Hubbard marked "KDL 22" which was taken by Sylvia

Calhoun and the copyright in which is owned by the Church as described above. The use of this photograph of L. Ron Hubbard in the advertisement in "Bookseller" is unauthorised and hence an infringement of the copyright in this photograph owned by the Church. I also believe that the photograph of L. Ron Hubbard and design surrounding it in the magazine advertisement in "Bookseller" is a depiction of the front of the dust cover of Russell Miller's forthcoming book. The use of Mr. Hubbard's photograph on the front of the dust cover is likewise unauthorised and an infringement of the Church's copyright in the afore-mentioned photograph of L. Ron Hubbard.

29. I have read the affidavit written by Julie Fisher and understand that Mrs. Fisher's affidavit states that she was one of the individuals who was photographed with L. Ron Hubbard in the Dutch Antilles in late 1974 and early 1975. Mrs. Fisher attaches to her affidavit a photograph of herself, other Church staff and L. Ron Hubbard, and states that the photograph was taken by Maude Castillo, who at the time was employed by the Church as the "LRH photographer". Maude Castillo took this photograph of L. Ron Hubbard in her capacity as a photographer for the Church. The copyright in this unpublished photograph of L. Ron Hubbard is owned by the Church of Scientology of California and the negative of the photograph is in the possession of the Church. There is

now produced and shown to me marked "KDL 24" a copy of a photograph of L. Ron Hubbard which is the same photograph of Mr. Hubbard taken by Maude Castillo in late 1974 and early 1975 as described in the affidavit of Mrs. Julie Fisher and produced there as Exhibit "JT 1".

30. There is now produced and shown to me marked "KDL 25" a copy of a page from Mr. Miller's manuscript. This page includes a photograph depicting L. Ron Hubbard and Church staff, and is the same photograph of Mr. Hubbard marked "KDL 24" that was taken by Maude Castillo and which is owned by the Church as described above. The planned use of this photograph of L. Ron Hubbard by Mr. Miller is unauthorised and hence an infringement of the copyright in this photograph owned by the Church of Scientology of California.

31. The Church has spent thousands of man hours and millions of dollars since 1982 in order to uphold the duty it owed to Mr. Hubbard as the bailee for his materials when they were taken by Mr. Armstrong. If Mr. Miller's manuscript is published with the direct quotations and paraphrases taken from Mr. Hubbard's personal documents, it will completely frustrate the purpose of the appeal by the Church now pending before the Los Angeles Superior Court by making public the very documents whose confidentiality the Church and the Courts have protected for the past five

years.

32. If Mr. Miller is allowed to publish his manuscript containing very personal and intimate details about Mr. L. Ron Hubbard with his photograph referred to in paragraph 29 above as well as the photograph on the dust cover, the buyers may very well at first glance be led to believe that the book has been supported or approved by the Church. Nothing could be further from the truth as the book has been written entirely without the Church's participation.

33. The Church is engaged in the preparations for an official biography of Mr. L. Ron Hubbard. Should Mr. Miller be permitted to use the hitherto unpublished photographs hereinbefore referred to at paragraphs 27 and 29, the Church would be deprived of its first publication rights in respect of the said photographs.

34. If Mr. Miller is allowed to publish the confidential information contained in Mr. Hubbard's personal and private documents, the confidentiality of that information will be forever lost. The Church will be irreparably harmed, without any adequate remedy in monetary terms, as the Court cannot order the bell be unrung once it has been rung, or determine how far the sound has reached.

33A

35. For the reasons I have set out in paragraphs 33 to 36 above, I verily believe that damages would not be an adequate remedy and I ask this Honourable Court to grant an injunction in the terms sought to restrain publication of Mr. Miller's book.

36. I understand that, under the law of the United Kingdom as well as under the laws of the United States, it is necessary to protect the person against whom an injunction is sought by giving an undertaking to cover any damages that might result should the injunction be issued and later be found to have been wrongly issued. The Church can and will make good any such undertaking of monetary damages that might be required. The last published accounts of the Church show a net worth of approximately $14,000,000. There is now produced and shown to me marked "KDL 26" a copy of the balance sheet as at November 30, 1986.

SWORN at Saint Hill)
Manor, East Grinstead)
West Sussex)
)

Kenneth David Long

This 5th day of October 1987

Before me,

S. N. BIRD.
A Solicitor.

RESWORN at 23/27)
Fleet Street)
London EC4)
this 7th day of)
October 1987)

Kenneth David Long

Before me,

A Solicitor:
[illegible]

KDLO

√ KT2

2412

Wage and Tax Statement 1977

CHURCH OF SCIENTOLOGY OF CALIFORNIA
5930 FRANKLIN AVENUE
HOLLYWOOD, CALIF. 90028
95-6099543 205-0917-0

Copy 1 For State, City, or Local Tax Dept.

Employee's copy and employer's copy compared ☐

265-81-2049

NONE

346.00

Gerald David Armstrong
210 S. Fort Harrison
Clearwater, Florida
33516

---

15 222 205-0919-0

CHURCH OF SCIENTOLOGY OF
CALIFORNIA—5930 FRANKLIN AVE.
HOLLYWOOD, CA 90028

95-6099543

Make No Entry Here

265 81 2049

NONE

34.40

GERALD DAVID ARMSTRONG

NO

210 South Fort Harrison Ave.
Clearwater, Florida, 33516

Wage and Tax Statement 1978

Copy 1 For State, City, or Local Tax Department
Employee's and employer's copy compared ☐

Form W-2

Department of the Treasury—Internal Revenue Service

TYPE OF HEARING Trial
CASE NO C420153
Deft EXH. NO. V
ADMITTED IN EVIDENCE
DATE 5-30-84
JOHN J. CORCORAN, COUNTY CLERK
BY: R. Blair DEPUTY

KT 2

41

Burden

KD

2413

[redacted]

State of California)
County of Los Angeles) ss

AFFIDAVIT

I Gerry Armstrong, of Los Angeles California, hereby depose and state the following:

1. That I am a member of the Church of Scientology of California and am employed by this Church.

2. That from July 1976 to December 1977 I was working within a section of the Church known as the Rehabilitation Project Force hereinafter referred to as the RPF at the Church of Scientology of California located in Clearwater Florida.

3. That from August 1977 up through November 1977 I had personally known and had the opportunity to observe an individual known to me as Tonja Burden.

4. That during this period of August 1977 to November 1977 Tonja Burden was also working in the RPF at the Church located in Clearwater Florida.

5. That I have read an affidavit signed by Tonja Burden dated 25 January 1980, in which she describes living and working conditions Tonja claims to have existed in the RPF during the time period of August 1977 to November 1977.

6. On page 9 of Tonja Burden's affidavit she swears that: "In the RPF you were labeled 'treasonous'..." I personally know that no one was labeled 'treasonous' because they were in the RPF, including Tonja Burden.

7. On page 9 and 10 of Tonja Burden's affidavit she swears that: "and forced to work 19 hours a day, 7 days a week" in regards to the schedule she alleged to have had to maintain in the RPF. I personally know that neither Tonja Burden nor anyone else worked a schedule of 19 hours a day for 7 days a week. The actual schedule of the RPF was as follows; 8 hours of work a day; 7½ hours of sleep; ½hour for each meal break three times a day; ½hour for hygiene; ½hour for a meeting of all individuals in the RPF;and 6 hours devoted to spiritual counseling or training to be able to administer spiritual counseling to another. This was the schedule that I personally observed Tonja Burden adhere to while she was in the RPF from August 1977 to November 1977.

8. On page 10 of Tonja Burden's affidavit she swears that: "and often times received only 'rice and beans' and water" in regards to the food she alleged to have received. I personally know that Tonja Burden never ate only rice and beans and water while on the RPF. I also personally know that no one else ate only rice and beans and water while Tonja Burden was on the RPF from August 1977 to November 1977.

KT 3

45

40

259

[redacted]

U 2414
KDL7

NONDISCLOSURE AND RELEASE

BOND

Know All Men by These Presents, that Gerald David Armstrong of Clearwater Florida (herinafter called "the Obligor"), is held and firmly bound to the Church of Scientology of California (hereinafter called "the Church"), a corporation its principal place of business being Clearwater, Florida, in the sum of Ten Thousand Dollars ($10,000.00), to be paid to the said Church, its executors, administrators, or assigns, as liquidated damages and not as a penalty, for the payment of which sum, well and truly to be made, the Obligor hereby binds himself, his heirs, executors, administrators and assigns firmly by these presents.

WHEREAS the Church has hired or otherwise employed said Obligor;

AND WHEREAS, Obligor is employed by the Church and is receiving the services and ministrations of the Church;

AND WHEREAS, Obligor wishes to remain in the services of the Church and wishes to continue receiving compensation for work rendered by him/her in service of the Church;

NOW THEREFORE the above written obligation is conditioned to be void in case the Obligor shall hereafter

EXHIBIT B

58

278

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
DISTRICT OF MASSACHUSETTS
CASE NO. CV8504853R (MAX)
MBD 86-109

* *

MICHAEL J. FLYNN,
Plaintiff,

vs.

CHURCH OF SCIENTOLOGY, ET AL,
Defendants.

* *

CONTINUING DEPOSITION OF

GERALD ARMSTRONG taken pursuant to Notice under the Massachusetts Rules of Civil Procedure, before Kailie M. Hagman, a Notary Public and Certified Shorthand Reporter in and for the Commonwealth of Massachusetts at the offices of Geller & Weinberg, 80 Boylston Street, Boston, Massachusetts, on August 1, 1986, commencing at 10:45 a.m.

68

2416

APPEARANCES:

MICHAEL A. TABB, ESQ.
Flynn, Joyce & Sheridan
400 Atlantic Avenue
Boston, MA 02210

ERIC D. BLUMENSON, ESQ.
56 Temple Street
Boston, MA 02114

ALSO PRESENT:
Ken Long
David Butterworth
Mike St Amand

69

DEPOSITIONS (State – Federal)

Q. Okay. Okay. Have you ever met Russell Miller?

A. Yes.

Q. And who is he?

A. Russell Miller is a human male, I guess about -- I think he is English. Certainly has an English type of accent. He is probably in his -- I would say -- 40's. He was or is connected with a newspaper, that may be the London Sunday Times. He could be an agent of the organization. He could be an agent of the federal government. He could be working for the KGB or he could be none of the above, but at least I recognize the name.

Q. When you met with him, did you think he might be an agent for one of the organizations you just named?

A. I considered that he might be an agent of the organization.

Q. What about for the KGB?

A. That seemed like less of a possibility. That seemed that the KGB was less interested in --

Q. What about for the government?

70

A. Well, that possibility exerted -- maybe for Her Majesty's Government.

Q. Why did you meet with Russell Miller?

A. Well, because I'll meet with anyone who asks to meet with me.

Q. When did you meet with him?

A. I would say approximately two months ago.

Q. How many meetings have you had with him?

A. Two or three. I believe one, although we may have -- he may have been in the office and he may have fallen out of my view, at some point talked to someone else or gone to the head or something, but my recollection is that there was one day, certainly time in which I had a lengthy conversation with him.

Q. And what was the date?

A. I couldn't tell you. It was definitely a work day and it was around noon.

Q. In the law office?

A. I believe we started there and then we went to lunch.

Q. And where did you go to lunch?

71

DEPOSITIONS (State – Federal – Patent)

396

A. A little cafe, just the other side of the --

Q. How did you happen to meet with Russell Miller? Who contacted whom?

A. Well, he certainly contacted me. I didn't know who he was until he called or you know, he originated the whole thing.

Q. What is -- what was the first contact you had with him?

A. Well, in that I met him only the one time that I recall, I would have to say that the contact with him was telephonics.

Q. And what -- he called you, correct?

A. Well, I have never to my knowledge or recollection ever called him, and if I did call him, it was only to return his call.

Q. So, that's -- what was the --

MR. TABB: Before we go on with this line of questioning, Mr. Blumenson, does this have any relevance to the Flynn case?

MR. BLUMENSON: Yes. Calculated to lead to the discovery of admissible evidence.

MR. TABB: Are we going to

72

go into every conversation Gerry Armstrong had since December 1981?

MR. BLUMENSON: We have a stipulation that served the purpose of saving time if that's your concern, Mike.

MR. TABB: You are belly aching about loosing a half an hour and you ask irrelevant questions. We will get some of --

MR. BLUMENSON: Okay. Let me be the judge.

BY MR. BLUMENSON:

Q. Now, what was the content of the first phone call? What do you recall being stated in the telephonic conversation?

MR. TABB: Unless you can show me some relevance to this case, I'm not going to let you go into every conversation Gerald Armstrong has had with everyone over the last four years. It is not relevant. It is invasion of Mr. Armstrong's privacy. It may be an invasion of the First Amendment, and I don't think you are entitled to have it.

BY MR. BLUMENSON:

Q. What was your purposes in meeting with

73

398

Mr. Miller?

A. He asked to meet with me.

Q. And why did he want to meet with you?

A. He wanted to talk to me.

Q. About?

A. I would say that most of his conversation had to do with L Ron Hubbard.

Q. All right. Was he writing a book?

A. I'm not sure if he was at the time or if the idea that he was working on got changed into a book or if he is indeed doing a book or if he has done a book. I'm not aware of any of those things.

Q. Did you give him documents?

A. Well, I don't know if I did, and I rather doubt it. I may have at the request of Mr. Flynn or someone. I don't know what.

Q. You do recall that he probably received some documents from the office though?

A. Yes. I can't tell you -- I can't tell you what, but yes, he would have gotten some.

Q. And do you recall the identity of any of these documents at all?

A. No. I couldn't identify them now.

74

Q. And --

A. He had tons. He had transcripts and you know, I think the -- probably a lot of it was, there is this standard pack of documents, you know, a lot of press and junk. Boy, I don't have an exact recollection.

Q. And did you talk about Eugene Ingram with Mr. Miller?

A. Ingram?

Q. Yes.

A. Well, if he would have asked about Ingram, I certainly would have.

Q. And you were willing to meet with anyone from the press, isn't that correct?

A. Not on every occasion but just about. If someone says I am willing to meet with you, unless that it might be a, you know, problem, an ethical problem and I'm willing to meet with these guys. So, you know, it is that kind of a thing. Not everyone in the world is beating down my door to talk to me.

Q. Would you say that you have talked to over 50 reporters since you left the Church?

A. No. I think 50 would be too many.

75

Q. Between 30 and 50?

A. I don't know. Maybe I could get up to 30, but it would really be -- you are giving awfully short shifts to some of those reporters.

Q. Have you ever turned down a request by a reporter to talk to you?

A. I may have. You know, there have been times when I just was so, you know, the press is not particularly, you know, they are not my favorite people.

Q. Do you believe that you have gotten a fair shake from -- strike that.

Have you ever contacted the press yourself?

A. I think so. I think that, yes, definitely. There was one time in Florida -- no, not in Florida. No, it was in Oregon when I contacted -- this got on the radio and he just went on this tirade against -- we're going to get Judge Breckenridge, and I tried to call in, it was KABC, it was a network. I picked it up in the Michael Jackson Show.

That's, you know -- and

76

DEPOSITIONS (State - Federal - Patent)

there may be another -- couple other times. There may be times when I called them because I wanted to correct something, but generally, I don't go out of my way to, you know --

Q. Did you have any conversation with Russell Miller about the archival documents?

A. I probably did. You know, that's clearly -- I mean, I believe he would have documents, had or read or knew about my case by that time. He was sort of aware of Gerald Armstrong's part in the whole Scientological enigma or problem or situation or whatever it is.

Q. Do you recall what or can you identify documents you talked about with Russell Miller?

A. No.

Q. And did you show him any?

A. Now, when you are talking about archival documents, you are talking about the documents which are under seal, right?

Q. That's correct.

A. Not no trick questions? So, only the sealed ones?

Q. Yes.

77

A. So, not any of the ones which we agreed yesterday came in through Christofferson?

Q. Not any of the ones which were unsealed during the --

A. -- Christofferson proceeding.

Q. Do you recall Judge Breckenridge's procedural trial?

A. How about Christofferson?

Q. That's right. We'll include that as well?

A. Okay. So the answer is no. I didn't give him any archive documents or show him. I certainly discussed them.

Q. You did potentially give him documents which came from the Christofferson trial that had previously been sealed documents?

A. I would have approached it this way. I would not give him anything which was so voluminous that it was going to be incredibly costly for the firm. That is one criteria which you can assume.

Q. Can you just answer my question? It was a different question. You probably did

78

403

give him documents that had previously been sealed but which you regarded as not sealed because they were in the Christofferson trial, correct?

A. If probably means possibly?

Q. Yes.

A. You know, possibly.

Q. So, I'll say possibly?

A. So possibly, yes.

Q. Okay. So, did you -- was there any transfer of money or promises or promises to transfer money between you and Russell Miller?

A. No.

Q. And have there between the Flynn firm and Russell Miller?

A. There is none that I know of so --

Q. Have you read anything by Russell Miller?

A. Yes.

Q. What did you read?

A. I read -- damn, I think -- I think there is a little -- there is a little note that came out, a litle card like that and it said something like thank you for the

DEPOSITIONS (State — Federal — Patent)

interview and that was about it.

Q. Okay. You haven't read anything that he wrote about Scientology or L Ron Hubbard?

A. No. Is there something?

Q. I'm asking the questions. I don't know of any but your understanding was that he was writing, potentially writing a book or an acticle about L Ron Hubbard?

A. Well, I wasn't quite -- I don't think he seen or got into with me the direction of where it was going, but I believe that certainly L Ron Hubbard appeared to be the focus at some level.

Q. And you are writing a book about L Ron Hubbard yourself, aren't you?

A. No. My last book is not in the same -- my book is not a religion book. My book is not a Paulette Copper book, a Koffman book or -- and my book is not a, I believe, a Russell Miller book. Most those people are --

Q. I'm asking you not about what it is not, I am asking you whether your secnd book is about L Ron Hubbard?

A. Oh, the second one, the one I'm

KL

2428

Deponent: Kenneth David Long
Deponent's: Second Affidavit
Sworn on 5th October 1987
In Support of Plaintiff

IN THE HIGH COURT OF JUSTICE 1987 C No. 6140

CHANCERY DIVISION

BETWEEN:

CHURCH OF SCIENTOLOGY OF CALIFORNIA

(Plaintiff)

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED

(Defendants)

AFFIDAVIT
OF KENNETH DAVID LONG

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:

1. I have been a member of the Church of Scientology for eleven years, and employed by the Church of Scientology of California (hereinafter the "Church") for the past seven years. The Church is a non-profit making religious

corporation registered in California since 1954. My duties for the past five years have required that I work closely with and assist Church counsel in all phases of litigation in the United States.

2. I wish to inform the Court at the very outset of this Affidavit that it is not in any way the intention of the Church to prevent the publication of Mr. Miller's book, or the Sunday Times serialisation of Mr. Miller's book. It is, however, the full intention of the Church to prevent publication of the photographs owned by the Church, and the information and documents obtained from the Church as a result of a breach of confidence and in violation of court orders.

3. I have been deeply involved in the litigation of the case of (Church of Scientology of California and Mary Sue) (Hubbard v. Gerald Armstrong), Los Angeles Superior Court case number C 420153, since the inception of that litigation on August 2, 1982. During the course of my participation in that litigation, I personally inventoried the materials surrendered pursuant to court order to the Clerk of the Los Angeles Superior Court in September 1982 by Gerald Armstrong and his counsel. I also attended almost every deposition and/or pre-trial proceeding held in that case, and was present as an assistant to counsel throughout each day of the trial proceedings in May and June, 1984.

4. As will be made clear for the Court in the paragraphs immediately following, the Church's case against Mr. Armstrong

involved thousands of documents covering a wide range of subjects. Mr. Armstrong admitted in oral testimony given in August 1982 that he had taken over 5,000 pages of original documents and 5,000 pages of xeroxed copies of documents, all of which originated from the Archives then maintained by the Church of Scientology of California. There is now produced and shown to me marked as "KDL 27" pages 234 to 235 from the deposition of Gerald Armstrong taken on August 18, 1982. As will also be made clear for the Court in the paragraphs immediately following, the vast majority of the documents taken by Mr. Armstrong remained under seal without interruption from September 1982, when Mr. Armstrong and his counsel surrendered said documents into the custody of the Clerk of the Los Angeles Superior Court, until December 1986, when said documents were returned to the Church. Additionally, through the efforts of Church representatives and counsel, the remaining documents likewise remained under seal throughout the same period, and were never available for copying by members of the public.

5. It was the theft by Mr. Armstrong of those documents, which included the boyhood diaries and journals of Mr. L. Ron Hubbard, letters between Mr. Hubbard and his family, correspondence between Mr. Hubbard and his friends and associates spanning over forty years, Mr. Hubbard's military records, and so forth, which formed the basis for the Church's action against Mr. Armstrong on August 2, 1982.

6. On August 24, 1982, the Los Angeles Superior Court issued a temporary restraining order, a copy of which was attached to my previous Affidavit of October 5, 1987 as Exhibit "KDL 15." That temporary restraining order required Mr. Armstrong, his attorneys, agents, and all persons working in concert or participation with him to surrender to the Clerk of the Court all of the materials originating in the Church archives which had been taken by Mr. Armstrong. The order further required that the materials, when surrendered to the Court, be maintained under seal and available only to the parties for use in that litigation only. This temporary restraining order was then superseded, on September 24, 1982, by a preliminary injunction, which was also attached to my prior Affidavit as Exhibit "KDL 16." The preliminary injunction maintained the sealing provisions established by the temporary restraining order.

7. The preliminary injunction remained in full force and effect with respect to all of the documents surrendered by Mr. Armstrong and his counsel until June 20, 1984, following a trial of the case against Mr. Armstrong. Attached to my previous Affidavit of October 5, 1987, as Exhibit "KDL 18," is a copy of the June 20, 1984 Memorandum of Intended Decision. That decision modified the preliminary injunction to the extent that the documents originally surrendered to the Clerk of the Court by Mr. Armstrong and his counsel became divided into two separate categories -- those documents introduced into evidence during the trial of the action, and those

documents which were not introduced into evidence and which remained in the possession of the Clerk of the Court.

8. The Memorandum of Intended Decision ordered that the documents which had not been introduced into trial remain under seal in the possession of the Clerk of the Court, effectively maintaining the terms of the preliminary injunction with respect to these documents. The Memorandum of Intended Decision also ordered that approximately 175 of the nearly 200 exhibits introduced during the trial from the documents held under seal were to be treated in the same fashion as other Superior Court trial exhibits, i.e., they were to be considered matters of public record and available for inspection by the public.

9. However, on June 25, 1984, and before any of the unsealed trial exhibits could be made available to the public, the Church and Mrs. Hubbard sought and were granted a stay of the trial court's order, thereby preventing the trial exhibits from becoming available for public inspection. A copy of that order staying the unsealing is attached to my previous Affidavit as Exhibit "KDL 19." Between the end of trial on June 8, 1984, and the issuance of the temporary stay on June 25, 1984, I caused a watch to be maintained over the area in the courthouse wherein the trial exhibits were stored to ensure that no one, other than trial court personnel, had access to said materials. Additionally, I later personally confirmed with Ms. Rosie Hart, the clerk for the Honorable Paul Breckenridge Jr., the trial judge for the Church's case

against Mr. Armstrong, that none of the trial exhibits were made available to anyone at any time prior to the issuance of the temporary stay order of June 25, 1984.

10. Thereafter, between June 25, 1984 and December 3, 1984, the Church and Mrs. Hubbard sought and obtained a series of orders which maintained the seal of the trial exhibits until December 19, 1984. Copies of the relevant orders sought and obtained are attached to my previous Affidavit as Exhibit "KDL 19." On December 19, 1984, and until approximately midday on December 20, 1984, the trial exhibits were made available for inspection by members of the public. I was present in court on both days, as were several hundred or more other Scientologists who were outraged that the personal and private papers of Mr. Hubbard were going to be made available for public inspection. I personally observed that, with the single exception of a reporter from the United Press International, no member of the public other than the Scientologists who were permitted to see the trial exhibits. I further observed that no member of the public, including the reporter or any of the Scientologists who did inspect the exhibits, obtained copies of any of the exhibits from the court. The court simply did not permit any of the exhibits to be copied.

11. On December 20, 1984, the Honorable Judge Lawrence Waddington issued a temporary restraining order in the case of (Roes 1 through 200 v. Superior Court of the State of)

(California for the County of Los Angeles), Los Angeles Superior Court case number C 527556, an action taken to reseal the trial exhibits by individuals who were named or otherwise identified in said exhibits. Immediately upon the issuance of the said temporary restraining order, a copy of which is attached to my previous Affidavit as Exhibit "KDL 19," the public inspection of the trial exhibits was halted. Thereafter, no further public inspection of the trial exhibits was ever allowed by the court, and I have personally confirmed with the court personnel responsible for the caretaking of the exhibits that absolutely no inspection or copying of the trial exhibits was allowed. The final order, which maintained the seal on the trial exhibits until they were returned to the Church in December 1986, is also attached to my previous Affidavit in Exhibit "KDL 19." That order, dated January 26, 1985, was issued by the California Court of Appeal in the (Roes) case following the denial of the Roe plaintiffs' application for preliminary injunction.

12. In summary, as this Court can see from the above facts, two of the aforementioned court orders pertaining to the sealing of the confidential materials are especially relevant to the instant action involving Penguin Books Limited and Mr. Miller. The first is the preliminary injunction of September 24, 1982, which is the applicable order for all documents surrendered by Mr. Armstrong and his counsel which were not then later introduced during the May and June 1984 trial of the Church's case against Mr. Armstrong. The second

is the January 26, 1985 stay order issued by the California Court of Appeal in the (Roes) case, which is applicable to the documents introduced during the trial of the Church's action against Mr. Armstrong. Due to these two court orders, all of the documents remained under seal at all times relevant to this present litigation. No copies of any of said documents could have been obtained from the Los Angeles Superior Court.

13. In my First Affidavit, at paragraphs 16 through 23, I referred to a number of passages in Mr. Miller's book which directly quote from the documents originally taken by Mr. Armstrong and which are now at issue in the instant litigation. As the Court will note in reviewing the passages raised herein, however, there is far more at issue than simply the direct quotes. In many instances, Mr. Miller has gone far beyond merely quoting from the documents and, instead, has based much of his writing on information taken from the documents. For example, although pages 29 through 39 of Mr. Miller's book contain a great many direct quotes from Mr. Hubbard's boyhood diaries, those same pages are also almost wholly based on the information in the said diaries even where not directly quoted.

14. I have reviewed the unsworn Affidavit of Jonathan Caven-Atack in which he makes various statements concerning the status of the documents at issue in this matter.

15. At paragraph 3 of Mr. Caven-Atack's Affidavit, I note that he claims to have obtained "copies of the majority of the

released exhibits from the Superior Court of the State of California." For the reasons set forth in more detail hereinbelow, I believe that Mr. Caven-Atack's statement is nothing more or less than a willful and knowing perjury to this Court.

16. In support of my statement, I respectfully request the Court to review paragraph 10 of Mr. Caven-Atack's Affidavit. In said paragraph, Mr. Caven-Atack describes three diaries authored by Mr. L. Ron Hubbard between the years 1927 and 1929. Mr. Caven-Atack explicitly states that the diaries were introduced during the trial of the Church's case against Mr. Armstrong in 1984 as trial exhibits 62, 63 and 65. He further attaches copies of said diaries to his Affidavit as Exhibit JC-A 4.

17. As the Court will note for itself in reviewing Exhibit JC-A 4, none of the three diaries demonstrates the exhibit marking of the Los Angeles Superior Court. Instead, each diary demonstrates a number written by hand on the first page.

18. I was present during each day of the trial against Mr. Armstrong in May and June, 1984. I recognize the handwritten denotations of the numbers "62," "63" and "65" as having been placed on the diaries by Church counsel Robert Harris just before handing the diaries to the trial court and Mr. Armstrong's counsel as exhibits.

19. I have detailed for the Court hereinabove the

various orders issued by the courts in the United States which maintained these diaries under seal until they were returned by the court to the Church in December 1986. The Second Affidavit of Timothy Bowles, at paragraph 14, likewise states that no copies of any of the trial exhibits, which would specifically include the diaries, were ever available to any member of the public such as Mr. Caven-Atack, from the Los Angeles Superior Court.

20. Based on the above facts, I am certain that the (only) possible source for the diaries attached by Mr. Caven-Atack as Exhibit JC-A 4 is Mr. Armstrong and/or his counsel. Had Mr. Caven-Atack actually obtained said copies from the Los Angeles Superior Court, as he claims at paragraph 3, the said copies would demonstrate the exhibit marking of the Superior Court. I am also certain, as a matter of logical necessity flowing from the above facts, that Mr. Caven-Atack has willfully and knowingly perjured himself before this Court.

21. At paragraph 5 of Mr. Caven-Atack's Affidavit, he further avers that he did not at any time receive any sealed documents from Mr. Armstrong or counsel for Mr. Armstrong. However, as set forth hereinabove, the copies of the diaries attached as Exhibit JC-A 4 were given only to Mr. Armstrong and his counsel. The sole source for those copies is therefore obviously and only Mr. Armstrong or his counsel. Mr. Caven-Atack met with Mr. Armstrong in the United Kingdom at least in June 1984, if not also on other occasions. There is

now shown and produced to me marked as "KDL 28" a copy of pages 260 to 262 from the oral testimony of Gerald Armstrong of July 31, 1986, in which he states that he met with Mr. Caven-Atack in the London area on several occasions in or about June 1984. I note that Mr. Caven-Atack avoids any mention in his Affidavits of having met with Mr. Armstrong, and that he likewise does not deny having received any documents from Mr. Armstrong. Interestingly enough, Mr. Caven-Atack also mentions nowhere that he ever went to the Los Angeles Superior Court. In view of the facts already set forth hereinabove, Mr. Caven-Atack's statement is either an additional perjurious statement made to this Court or an attempt to avoid the truth through word games.

22. At paragraph 8 of the Affidavit of Mr. Caven-Atack, he states that the letter from Mr. Hubbard's mother to Mr. Hubbard of September 30, 1929 was introduced as an exhibit during the trial of the Church's case against Mr. Armstrong. I note that Mr. Caven-Atack does not contest the statement made in my First Affidavit at paragraph 18, in which I stated that the letter has never been made available to the general public. My statement is true, as has been demonstrated to the Court through my summary of the orders maintaining the trial exhibits effectively under seal until their return to the Church in December 1986. I further note that Mr. Caven-Atack does not deny that he has a copy of said letter, and that he has failed to attach a copy of said letter to his Affidavit as an exhibit.

23. I have reviewed the statements made by Mr. Caven-Atack in paragraphs 7, 9 and 10 of his Affidavit, concerning Mr. Hubbard's Boy Scout Diary, Mr. Hubbard's letter to the Cape Cod Instrument Company, and a single one of the three boyhood diaries authored by Mr. Hubbard between 1927 and 1929. As a result of my review, I do agree that a few pages from Mr. Hubbard's Boy Scout Diary, the letter to the Cape Cod Instrument Company, and a portion of one of Mr. Hubbard's three diaries previously discussed hereinabove, were actually available to the public from the Church, and were mistakenly brought before the Court through a clerical error. However, in light of Mr. Caven-Atack's apparent disregard for the truth, as additionally evidenced, for example, by the fact that there was no showing of the Boy Scout diaries in Toronto in October 1986, I have reached this conclusion only after having verified for myself the truth of the matter.

24. At paragraph 10 of Mr. Caven-Atack's Affidavit, concerning three diaries authored by Mr. Hubbard between 1927 and 1929, Mr. Caven-Atack states that the three diaries were introduced during the trial of the Church's case against Mr. Armstrong in May and June, 1984. I agree with Mr. Caven-Atack's assertion. Indeed, the Church has not stated any differently. However, I also respectfully refer the Court to the discussion hereinabove concerning the various court orders which maintained these documents under seal. Despite Mr. Caven-Atack's assertion, the documents were not publicly available from the Los Angeles Superior Court, and he could

not have obtained copies therefrom.

25. At paragraph 11 of Mr. Caven-Atack's Affidavit, he refers to a list of exhibits unsealed during the trial of the Church's case against Mr. Armstrong, and concludes that the letter from Mr. Hubbard to his wife, Polly, was not introduced into said trial at any time. Although I know of no such list as that referred to by Mr. Caven-Atack, his conclusion is accurate. I note that neither Mr. Caven-Atack nor Mr. Miller have denied that the information in this letter arises from the documents maintained under seal from September 1982 until December 1986, and I further note that neither Mr. Miller nor Mr. Caven-Atack have attempted to explain how they came into possession of said letter.

26. I have reviewed the Affidavit of Russell Francis Miller, sworn to on October 3, 1987. In doing so, I have noted that Mr. Miller states at paragraph 10 that he obtained much of the information at issue herein from Mr. Caven-Atack. Mr. Miller also avers that he was informed by Mr. Caven-Atack that some of the documents had been used in connection with the litigation between the Church and Mr. Armstrong, but that he was informed by Mr. Caven-Atack that some of the documents, although not all of them, which were used in connection with the litigation had been unsealed. As I have set forth for this Court in the paragraphs immediately hereinabove, and in my First Affidavit, the documents were neither left unsealed nor were they ever available for Mr. Atack to publicly inspect or

copy from the Los Angeles Superior Court. Additionally, as I have set forth in my Third Affidavit, also sworn to on October 5, 1987, I verily believe that Mr. Caven-Atack has perjured himself to this Court, and that Mr. Miller's reliance upon him is therefore sadly misplaced.

27. At paragraph 17 of Mr. Miller's Affidavit, he indicates that the letter from Mr. Hubbard's mother to Mr. Hubbard was made available to him by Mr. Atack. This letter was introduced during the trial of the (Armstrong) case, and so remained under seal pursuant to the stay order of January 25, 1985 until December 1986, when it was returned to the Church.

28. At paragraph 18 of Mr. Miller's Affidavit, he states that he is uncertain that the July 21, 1938 letter from Mr. Hubbard to his wife, Polly, is the same as the letter which he has noted in his book as having been written in October. I have been permitted to compare the relevant text of Mr. Miller's book to the letter of July 21, 1938, and I wish to clearly state to this Court that Mr. Hubbard's letter of July 21, 1938 is the source for the information in Mr. Miller's book. At paragraph 19 of Mr. Miller's Affidavit, he states that he obtained a copy of the said letter from a source whose identity he has promised not to reveal, and that he does not know whether or not the letter is one of the documents maintained under seal by the Los Angeles Superior Court. This letter was surrendered to the Clerk of the Court by Mr. Armstrong and his counsel in September 1982, and it remained

under seal pursuant to the preliminary injunction of September 24, 1982 until returned to the Church in December 1986. It is not surprising that Mr. Miller would not divulge his source since that individual is in violation of the court order of September 24, 1982.

29. At paragraph 22 of Mr. Miller's Affidavit, he indicates that his source for the information contained in his book concerning Mr. Hubbard's 1927 to 1929 diaries was Jon Atack. Said diaries were introduced during the May to June 1984 trial between the Church and Mr. Armstrong. As this Court has been informed hereinabove, the trial exhibits were maintained under seal through various stay orders, and particularly the stay order issued by the California Court of Appeal on January 26, 1985. At no time were copies of the said diaries provided to Mr. Atack or anyone else by the Los Angeles Superior Court.

30. I have reviewed and caused to be verified Mr. Miller's statements in paragraph 23 of his Affidavit. Mr. Miller's statement is highly suspect since he chose not to support said statement by attaching a copy of his request to the CIA. A copy of the document was introduced during the trial of the Church's case against Mr. Armstrong, and was maintained under seal pursuant to sealing orders described hereinabove, and particularly the stay order of January 26, 1985 issued by the California Court of Appeal.

31. Although not previously brought to this Court's

attention, and also based on information taken from documents held under seal pursuant to the preliminary injunction order of September 24, 1982, Mr. Miller's book includes three letters from Mr. Hubbard to Helen O'Brien in 1953. The first of these letters appears at page 213 of Mr. Miller's book, in the second complete paragraph, and concerns Mr. Hubbard's feelings about a former associate, Don Purcell. The letter is directly quoted, in part, by Mr. Miller. The second letter, which also contains direct quotations as well as information from the letter, appears at the last incomplete paragraph on page 213 and the first incomplete paragraph on page 214 of Mr. Miller's book. The third letter appears in the first complete paragraph on page 214 of Mr. Miller's book, and is again both directly quoted from as well as used as the basis for additional information imparted by Mr. Miller. All three of these letters were surrendered to the Clerk of the Court by Mr. Armstrong and his counsel in September 1982, and all remained under seal until they were returned to the Church in December 1986. Mr. Miller's inclusion of the information cited herein clearly shows additional breaches of confidence and violation of the orders issued by the California courts.

32. Based on the above information now furnished to this Court, I am certain that Mr. Miller has used information which could only have originated from Mr. Armstrong. I further believe that Mr. Miller recognized that his obtaining and use of that information was a perpetuation of the breach of confidence initiated by Mr. Armstrong, and that Mr.

439

Caven-Atack's claim to have obtained the documents from the Los Angeles Superior Court has been made with the knowledge that it is utterly false.

33. At paragraph 5 of his Affidavit sworn to on October 3, 1987, Mr. Miller describes what he terms was a "hostile reaction" from the Church when he informed it that he intended to write a book about Mr. Hubbard's life. Although his statements are irrelevant to the issues herein, and apparently included only to cast a bad light over the Church, I wish to inform this Court that the Church initially met with Mr. Miller and, in fact, agreed at one point to assist Mr. Miller in the research for his book. It was only after Mr. Miller's actions revealed his true intentions were to author a book that was biased and one-sided, contrary to his earlier undertaking that the book would truly be factual, that the Church refused to cooperate with him.

34. Mr. Miller's additional statements in paragraph 5, concerning the persons whom he was interviewing, also appear by their very lack of specificity to be designed to impugn the Church. The Court should be aware that such persons, the sources for Mr. Miller's book, are almost one for one former Scientologists who are now hostile to the Church and to Mr. Hubbard. Hana Eltringham Whitfield, for example, is quoted rather extensively by Mr. Miller throughout the latter portion of the book. Yet he fails to mention at any point that Mrs. Whitfield is attempting to extort millions of dollars from the

Church by filing a purported class action suit in the United States which has been thrown out of court three times, and in which Mrs. Whitfield and the other plaintiffs have been sanctioned by the court. There is now shown and produced to me marked as "KDL 28" a copy of the Court's order of September 24, 1987, dismissing the purported class action suit for the third time.

35. At paragraph 30 of his Affidavit, Mr. Miller attempts to raise the spectre that a granting of the injunction requested by the Church would adversely affect the serialisation of Mr. Miller's book by the Sunday Times. This is not the case. As I stated in paragraph 2 hereinabove, the Sunday Times is free to publish a serialisation of Mr. Miller's book as long as it does so without violating the rights of the Church. In order to ensure that the rights of all parties are made known and thereby preserved to each, the Church's solicitor has forwarded a letter to the Sunday Times, placing it on notice of the current undertaking by the Defendants herein. The letter additionally reminds the Sunday Times of its undertaking of January 14, 1970, in which it agreed not to publish any of the allegations now raised by Chapter 7 of Mr. Miller's book. There is now shown and produced to me marked as "KDL 30" a copy of the October 5, 1987 letter sent by Mrs. Hamida Jafferji, solicitor for the Church, to the Sunday Times. There is also now shown and produced to me marked "KDL 30" a copy of the October 5, 1969 article entitled "The Odd Beginning of Ron Hubbard's Career,"

which article contains the statements prohibited by the aforementioned undertaking.

36. I have reviewed the unsworn first Affidavit of Julie A Scott-Bayfield, who describes at paragraph 2 an incident involving the copying of a xerox of Mr. Miller's book. Although the information imparted by Mrs. Scott-Bayfield is completely irrelevant to the issues in this case, I respectfully differ with her statement that the manuscript being copied by the Church representative is confidential to the Defendants. I have been informed that Penguin Books Limited have disseminated copies of the manuscript copied to persons in at least four separate countries -- the United Kingdom, the United States, Canada and Germany -- and that a person affiliated with the publisher furnished a copy of the manuscript to an individual who then furnished the copy to representatives of the Church. This individual has requested and was promised that he will not be identified due to his fear that he will be harassed or will otherwise be subjected to unpleasant actions by Mr. Miller or Penguin Books Limited for his assistance to the Church. The copy of the manuscript being copied was obtained in a completely legitimate manner. The copies were made solely for use in the present legal proceedings and, as I have been informed by counsel for the Church, therefore are specifically excluded from copyright infringement under the Copyright Act of 1956.

37. At paragraph 3 of the Affidavit of Julie A Scott-Bayfield, she alleges that one of the two photographs

which article contains the statements prohibited by the aforementioned undertaking.

36. I have reviewed the unsworn first Affidavit of Julie A Scott-Bayfield, who describes at paragraph 2 an incident involving the copying of a xerox of Mr. Miller's book. Although the information imparted by Mrs. Scott-Bayfield is completely irrelevant to the issues in this case, I respectfully differ with her statement that the manuscript being copied by the Church representative is confidential to the Defendants. I have been informed that Penguin Books Limited have disseminated copies of the manuscript copied to persons in at least four separate countries -- the United Kingdom, the United States, Canada and Germany -- and that a person affiliated with the publisher furnished a copy of the manuscript to an individual who then furnished the copy to representatives of the Church. This individual has requested and was promised that he will not be identified due to his fear that he will be harassed or will otherwise be subjected to unpleasant actions by Mr. Miller or Penguin Books Limited for his assistance to the Church. The copy of the manuscript being copied was obtained in a completely legitimate manner. The copies were made solely for use in the present legal proceedings and, as I have been informed by counsel for the Church, therefore are specifically excluded from copyright infringement under the Copyright Act of 1956.

37. At paragraph 3 of the Affidavit of Julie A Scott-Bayfield, she alleges that one of the two photographs

sworn to on October 3, 1987. I have also reviewed the Affidavit of Michael Roy Garside, sworn to on October 5, 1987. Based on the matters stated therein, I verily believe that Rex Features Limited was not furnished with a copy of the photograph used on the dust jacket for Mr. Miller's book. I further believe that, even if such were the case, the Church did not relinquish or waive its copyright in the photograph; certainly no representative of the Church who met with Rex Features Limited was authorized to furnish such a waiver. I have caused the records of the Church to be searched and, as a result, I verily believe and do aver that the photograph used on the dust jacket of Mr. Miller's book has always been maintained in the archives of the Church, and that it has never been published or disseminated by the Church. This photograph is registered in the United States Copyright Office to the Church of Scientology of California, with a registration number of VAu 116-426.

SWORN at Saint Hill Manor)
East Grinstead, West)
Sussex)

Kenneth David Long

This 5th day of October 1987

Before me,

Solicitor

Deponent: Kenneth David Long
Deponent's: Third Affidavit
Sworn on 5th October 1987
In Support of Plaintiff

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

1987 C No. 6140

BETWEEN:

CHURCH OF SCIENTOLOGY OF CALIFORNIA

(Plaintiff)

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED

(Defendants)

AFFIDAVIT

OF KENNETH DAVID LONG

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:

1. I have been a member of the Church of Scientology for eleven years, and employed by the Church of Scientology of California (hereinafter the "Church") for the past seven years. The Church is a non-profit making religious

corporation registered in California since 1954. My duties for the past five years have required that I work closely with and assist Church counsel in all phases of litigation in the United States.

2. I have read the final draft of Russell Miller's upcoming book entitled "Bare-Faced Messiah," a purported biography of Scientology founder, L. Ron Hubbard.

3. The main sources of information for Mr. Miller's biography of Mr. Hubbard appear to be Jonathan Caven-Atack and Gerald Armstrong. As demonstrated in my First and Second Affidavits of October 5, 1987, Mr. Miller's and Mr. Caven-Atack's claims that they obtained documents concerning Mr. Hubbard and the Church from public sources, including the Los Angeles Superior Court, are overwhelmingly false. In an unsworn affidavit, Mr. Caven-Atack seeks to distract this Court from his obvious contempt and violation of United States court orders by a parade of irrelevant, disjointed and conclusory diatribe, including accusations of criminal activity. This is indeed an interesting turn.

4. Upon information Mr. Caven-Atack, prior to joining the Church of Scientology as a parishioner, had a record of drug use and drug pushing, including two convictions for possession of drugs. In fact, Mr. Caven-Atack credited the religious counseling procedures of Scientology with assisting him in kicking his drug habit, during the time he was a member of the religion. There is now produced and shown to me marked

"KDL 31" a petition written by Mr. Caven-Atack. In said petition, he requested to be allowed to become an employee of the Church of Scientology in Manchester, England, and details his involvement with drugs. Due to the policy of the Church whereby an individual with a criminal background is not allowed to work as a member of Church staff, Mr. Caven-Atack was denied employment by the Church, although he was not denied membership in the Church nor its help in keeping him off drugs.

5. In 1983 Mr. Caven-Atack resigned from his membership in the Church. Thereafter, in late 1983, there was a theft of sacred and confidential Church scriptures from a Church of Scientology in Copenhagen, Denmark, by three British citizens -- Ron Lawley, Robin Scott and Morag Bellmaine. Mr. Scott was subsequently arrested for the theft and convicted in Denmark. There is now produced and shown to me marked "KDL 32" a copy of the English High Court order enjoining the possession, use and distribution of the stolen Church scriptures.

6. In 1984, Mr. Caven-Atack received a copy of the stolen materials from Ron Lawley, made himself a copy of the materials, and sent them to Larry West, a citizen of California, U.S.A. There is now produced and shown to me marked "KDL 33," excerpts from the transcript of the oral testimony of Martin Ruston, taken in the United States, which describe the part Mr. Caven-Atack played in the illicit distribution of the scriptures stolen from the Church in

violation of the English court order.

7. It thus does not surprise me that Mr. Caven-Atack would maliciously and deliberately engage in all manner of irrelevant and highly prejudicial mud-throwing at the Church of Scientology, given his own documented background as a drug pusher, purveyor of the Church's stolen and confidential religious scriptures and, as set forth in my First and Second Affidavits, possessor of other documents belonging to the religion's founder in violation of United States court orders. Given the discreditable background and dubious motives of Mr. Caven-Atack as regards a Church which opposes the use of drugs, opposes crime, and which extended to Mr. Caven-Atack its help regardless of his past transgressions, it is obvious to me that the evidence he gives should be recognized for what it is and disregarded.

8. Gerald Armstrong has been an admitted agent provocateur of the U.S. Federal Government who planned to plant forged documents in Church files which would then be "found" by Federal officials in subsequent investigation as evidence of criminal activity.

9. The evidence is irrefutable that the great majority of these biographical documents were obtained by Mr. Caven-Atack and Mr. Miller in violation of court sealing orders. As such, the allegation of "unclean hands" in contexts entirely unrelated to the facts at issue here has as its only purpose to distract and inflame this Court into

denying the relief which the Church is seeking.

SWORN at Saint Hill Manor
East Grinstead, West)
Sussex)

Kenneth David Long

This 5th day of October 1987

Before me,

S.M. BIRD.
Solicitor

De[illegible]: Sheila Macdonald Chaleff
Deponent's First Affidavit
Sworn on 5th October, 1987
In Support of the Plaintiff

IN THE HIGH COURT OF JUSTICE 1987 C No.0140

CHANCERY DIVISION

BETWEEN:

CHURCH OF SCIENTOLOGY OF CALIFORNIA Plaintiff

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED. Defendants

AFFIDAVIT OF SHEILA MACDONALD CHALEFF

I, SHEILA MACDONALD CHALEFF, of Saint Hill Manor, East Grinstead, Sussex, MAKE OATH and say as follows:-

1. I have been a member of the Church of Scientology for the past 27 years. I have been employed by various Church of Scientology corporations for 17 years and am presently the Director of the Office of Special Affairs for the United Kingdom.

2. In 1985 Mr. Russell Miller approached the Church indicating

and was involved in distribution of materials stolen from the Church of Scientology. Mr. Armstrong is known to me to be a US government informant who has admitted on video tape that he intended to plant forged documents within the Church of Scientology and then using the contents to get the Church raided where these forged documents would be found and used against the Church. These are the same two individuals that Mr. Miller used to obtain the documents he used in his book.

8. On 11 August 1987, BBC Radio 4 aired a programme regarding L. Ron Hubbard and the Church of Scientology. This programme was researched and presented by Margaret Percy. After the airing of this programme, Mr. Atack wrote a letter to the "Radio Times" criticising Ms. Percy's programme even though he was a consultant to the programme. There is now produced and shown to me marked "SMC 2" a copy of Mr. Atack's letter to "Radio Times" with Ms. Percy's response.

9. The integrity of Mr. Miller and his sources of the documents in question are at best suspect. I have no doubt that the documents involved in this litigation were obtained in breach of court orders and the confidential relationship between the Church and Mr. Armstrong.

Sheila Chaleff

SWORN at)
Saint Hill Manor)
East Grinstead)
West Sussex)
this 5th day of October
Before me,

Deponent: Kenneth David Long
Deponent's Fourth Affidavit
Sworn on 7th October 1987
In support of Plaintiff

IN THE HIGH COURT OF JUSTICE 1987 C No.6140

CHANCERY DIVISION

BETWEEN:

CHURCH OF SCIENTOLOGY OF CALIFORNIA Plaintiff

- and -

(1) RUSSELL MILLER

(2) PENGUIN BOOKS LIMITED Defendants

AFFIDAVIT
OF KENNETH DAVID LONG

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:-

1. I have been a member of the Church of Scientology for 11 years, and a member of the Church's staff for 7 years. I am employed by the Church of Scientology of California (hereinafter called "the Church") which is a non-profit

making religious corporation registered in California since 1954. My duties for the past 5 years have required that I work closely with and assist Church counsel in all phases of litigation in the United States.

2. I have been deeply involved in the litigation of the case of "Church of Scientology of California and Mary Sue Hubbard v. Gerald Armstrong", Los Angeles Superior Court cases number C 420153, since the inception of that litigation on August 2, 1982. During the course of my participation in that litigation, I personally inventoried the materials surrendered pursuant to court order to the Clerk of the Los Angeles Superior Court in September 1982 by Gerald Armstrong and his counsel. I also attended almost every deposition and/or pre-trial proceeding held in that case, and was present as an assistant to counsel throughout each day of the trial proceedings in May and June, 1984.

3. While attending proceedings held in the instant matter on Tuesday, October 6, 1987, I noted that the Court seemed to have additional questions concerning the status of the documents in the Armstrong case, and the relationship of the documents in issue herein to said status. Responses to the court's questions, to the content I have discerned them, follow hereinbelow.

4. The bottom line I wish to communicate is this: None of the

1986 were these 9,000 documents available to the general public, or considered to be in the public domain. This fact is very important since four of the seven documents at issue herein were contained in these 9,000 documents which remained under seal at all times. There is no legal way that Mr. Armstrong, Mr. Miller and/or Mr. Newman could have possession of these materials.

8. Trial ended in the Armstrong case on June 8, 1984. Between June 8 and June 20, 1984, the 200 exhibits were held by the trial judge unavailable to anyone else, for his usein writing the Memorandum of Intended Decision. No one other than court personnel had access to those 200 exhibits. I know this to be fact since I both maintained a watch over the area where the documents were kept and verified with Ms. Rosie Hart, the trial court's clerk, that no one was allowed access to these documents. In issuing the Memorandum of Intended Decision, the trial court ordered that 22 of the 200 exhibits were to remain sealed. Those exhibits joined the other 9,000 documents, leaving just approximately 178 exhibits affected by the following events.

9. On June 25, 1984, the first of what was to be a series of orders temporarily staying the unsealing of the trial exhibits was issued by the California court of Appeal. Please note Exhibit "KDL 19" attached to my first Affidavit. In addition, there is now produced and shown to me marked "KDL 34", a chronological History of Major Armstrong Case Orderss, which

have personally prepared to assist counsel and the court.

10. In reviewing Exhibit "KDL 34" attached hereto, the Court will no doubt note what appear to be "windows," or gaps between the vacating of one order and the issuance of the next. These "windows" are far more apparent than they were real. To begin with, I maintained, along with my staff, a daily check with each court in which a temporary stay order was pending in order to ensure that I learned the minute a ruling was issued. So before the trial court received any order vacating a sealing order, the Church obtained another order sealing them up again. In actuality, it took 3-5 days for the trial court to receive a vacating order from the Higher Court and before recript I would personally hand deliver a new stay order. In addition, I also had my staff maintain a watch over the area of the court where these documents were kept during each so called "window" period and no one viewed and/or copied the materials.

11. There was just a single incident when the 178 trial exhibited were made available for public inspection, on December 19, 1984 and until midday on December 20, 1984. This occured after an injunction issued by the Ninth Circuit Federal Court of Appeals expired, and was then halted by the issuance of a temporary restraining order on December 20th in the "Roes" case, previously described in my Second Affidavit. I was physically present at the court during the entire time that the documents

were available for inspection by the public. I personally observed that, with the exception of a UPI reporter who was allowed only to view some of Mr. Hubbard's military records for no more than 30 minutes, only Scientologists obtained access to see the 178 trial exhibits. Additionally, I personally observed and then verified with court personnel that no one, including the reporter, were permitted copies of any of the exhibits. People were permitted to view the documents only and not copy them.

12. Following the issuance of the "Roes" order on December 20, 1984, the 178 trial exhibits were never again unsealed. These 178 trial exhibits, the other tiral exhibits which had been left sealed throughout, and the 9,000 documents nver entered into the trial, were then returned to the Church in December 1986.

13. As is clearly shown by the above events, no one was ever able to obtain copies of any of the 10,000 documents from the trial court. This fact is the basis for my statements, in my Second Affidavit, that Mr. Caven-Atack has perjured himself tto this Court by claiming, in a sworn Affidavit filed herein, that he obtained copies from the court. Mr. Caven-Atack's obvious lack of specifics in his affidavit emphasizes this. Suspiciously left out of his affidavit are the facts supporting Mr. Caven-Atack's claim that he obtained the documents form the California court. Nowhere does Mr. Caven-Atack state when he was in California, when he went into the court, signed the visitor's sign-in log and the details of the actual copying. Mr. Caven-

Atack is silent on these points obviously because he never went to the court as verified by my conversation with the court clerk and my review of the visitor's sign-in log. There can be no doubt that the documents in issue herein, no matter through whom they were funneled to Mr. Miller, originated from Mr. Armstrong, in violation of court orders.

14. I have reviewed the Second Affidavit of Russell Francis Miller, relating to certain letters from Mr. Hubbard to one Helen O'Brien during 1953. The letter discussed by Mr. Miller at paragraph 3 of his affidavit is not at issue in this action, it is neither listed in the amended writ filed herein nor mentioned in my Second Affidavit precisely because, as Mr. Miller understands, it is a matter of public record. Mr. Miller attempts to create confusion with this Court by the inclusion of this particular letter.

15. At paragraph 4 of his Second Affidvait, Mr. Miller references three other Helen O'Brien letters which are at issue herein and states he obtained copies of these letters from Mr. Ron Newman. These three letters are part of the 9,000 documents which remained under seal in the court at all times and were returned to the Church in December 1986. Mr. Ron Newman nor anyone else could have legal possesssion of these letters since they could not have been obtained from the Court. It is interesting that Mr. Miller has "no idea" where Mr. Newman

obtained these letters, an important fact which would obviously be of interest to any researcher, author or anyone else receiving these documents. Gerald Armstrong was the only person that had these letters and he knowingly violated several court orders - the ~~September~~ August KDL 24, 1982 court order to turn in all materials to the court and the June 20, 1984 court order sealing the documents. He obviously didn't keep them sealed since Mr. Newman and Mr. Miller have copies and he didn't turn in all copies of the letters when ordered, since as a condition of settlement Mr. Armstrong turned in any materials he had concerning LRH or the Church. I personally inspected the documents he turned in in January 1987 and among them were the three Helen O'Brien letters, letters that he was ordered to turn into the court.

16. In order to clarify for the Court the exact status of each of the documents at issue herein, I have prepared a short Summary of said documents. There is now produced and shown to me marked "KDL 35" a copy of said Summary. As the Court will note, four of the doucments in issue - the three O'Brien letters referred to hereinabove and Mr. Hubbard's letter to Polly - have never been trial exhibits. They have remained under seal at all times. Three of the documents - two of Mr. Hubbard's boyhood diaries and the letter to Mr. Hubbard from his ~~more~~ mother KDL were Armstrong trial exhibits, but have also remained under seal as shown by the attached Chronological History of Court Orders. The only source for these documents, was not the trial court but Gerald Armstrong

himself.

SWORN at 23/28)
Fleet St, London)
EC4)
)

Kenneth [illegible]

This 7th day of October 1987

Before me,

Mark Cooksley
Solicitor of the
Supreme Court

5th : K.D. Long
Plaintiff
Sworn on 8th October 1987

IN THE HIGH COURT OF JUSTICE

1987 C No. 6140

CHANCERY DIVISION

BETWEEN:

CHURCH OF SCIENTOLOGY OF CALIFORNIA

Plaintiff

-and-

(1) RUSSELL MILLER
(2) PENGUIN BOOKS LIMITED

Defendants

AFFIDAVIT

I, KENNETH DAVID LONG of 1301 North Catalina, Los Angeles, California 90027, United States, an Executive employed in the Legal Division of the Church of Scientology of California, MAKE OATH and say as follows:-

1. This affidavit is supplemental to my previous affidavits filed with this Court.

2. I have read Jonathan Caven-Atack's Third Affidavit and Mr Miller's supplemental affidavit filed with this Court yesterday, October 7, 1987.

3. Mr Caven-Atack conveniently changes his testimony of his previous affidavits and now states that he received copies of the documents from a Brenda Yates who had been given the task of making photocopies of documents in possession of Mr Armstrong's lawyer.

4. Mr Miller in his supplemental affidavit now claims, at this late hour, that he "misunderstood" how Mr Caven-Atack obtained copies of the documents. These inconsistent and last minute changes are simply an attempt to create confusion and doubt with this Court.

5. Mr Caven-Atack and Mr Miller's latest affidavits lack, as did their previous affidavits, specific facts. They still fail to identify which documents were obtained from Mrs Yates. Also, they still remain silent regarding how they obtained the documents that remained sealed during the entire course of the Armstrong trial and were never made exhibits.

6. I have read the affidavit of Earle C. Cooley dated October 8, 1987. In regard to paragraph 4 of this affidavit, I can say, based on my being in Court every day of the Armstrong trial, that none of these documents in question in this case were publicly available during the course of the trial. There were over 100 exhibits that were publicly available and not subject to any sealing order but none of these documents are included in this case and none

of them were LRH archive documents. The truth is that the documents in question were sealed throughout the entire Armstrong trial and remain sealed to this day.

7. Produced and shown before me now is exhibit "KDL 36" a true and correct copy of the affidavit of Gerald Armstrong of March 7, 1986. Mr Armstrong himself testified the following: "CSC (Church of Scientology California) sued me in August 1982 in the Los Angeles Superior Court and the documents I had sent my attorneys were ordered to be delivered to the Court where they were put under seal. Mary Sue Hubbard entered the case, hereinafter referred to as (Armstrong), as Plaintiff in Intervention in late 1982. The case went into trial in 1984 and several of the sealed documents were admitted into evidence as defense exhibits 500A-500JJJJJJJ. A Judgment was entered in my favour. The exhibits and other biography documents remain under seal pending the outcome of an appeal taken by plaintiff."

The appeal referred to by Mr Armstrong is still pending in California.

8. During the course of the Armstrong trial and up until this day the Armstrong documents have been effectively under seal and protected by various Court Orders in the United States. Mr Flynn was permitted by the trial Court to use the documents only for the purpose of the Armstrong case and only during the pendancy of those proceedings. The trial

court, in a 23 April 1984 hearing, specifically stated how these documents were to be treated:

"MR LITT: (Church attorney) We would also like -- Mr Flynn has not had access to these documents, assuming that the Court is now allowing him to go into them, we also would like an order that requires that he has seen these materials under seal. He may not disclose the materials or the contents of the materials for any purpose outside of the use in this proceeding. That is the order that exists presently with respect to Counsel.

"THE COURT: I don't have any problem with that, at least until the Court decides what to do with these exhibits."

"MR FLYNN: I essentially have no quarrel with that."

The Court also stated:

"THE COURT: Well, I will accept the representation by Mr Flynn that he is not going to do anything of an untoward (sic) nature that would violate the theory and the principles of what we are trying to deal with here. He is subject to the protective order.

"... and he is not to -- during the pendency of these proceedings until further order discuss or disseminate to other people, other than people like his client or in Court here, matters contained in the sealed records which were not in the public domain before Mr Armstrong first went to Mr Flynn or Miss Dragojevic, her firm."

9. Produced and shown before me now is exhibit "KDL 37", a July 31, 1986 declaration of Mr Michael Flynn filed in another Church case. In the case, Mr Flynn was being accused of giving out Armstrong documents to a media outlet. Mr Flynn stated:

"In this case, of course, when we do not possess the (Armstrong Documents) it would be impossible for us to sell sealed documents to (Der Spiegal)."

10. Produced and shown before me now is exhibit "KDL 38", a true and correct copy of portions of deposition transcript of a Mr Homer Shomer, taken on 23 April 1985. Ms Julia Dargojevic, who was also trial Counsel for Mr Armstrong and who worked closely with Mr Flynn, stated:

"MS. DRAGOJEVIC: Okay. The other thing I wanted to say is that simply by turning over these documents doesn't mean we're limiting ourselves because we consider that a number of documents which were used in the Armstrong case would be applicable to this Request for Production. Unfortunately, those documents are under seal for the present, and there's nothing I can do about producing them."

11. As has been clearly shown by the facts above, Mr Armstrong and Mr Flynn testified that they have complied with the Court Orders sealing the documents in question. If Mrs Yates got the documents from Mr Flynn as Mr Miller testifies she did, or from anyone else, she did so in violation of Court Orders and also in Breach of Confidence.

12. Obviously, if Mrs Yates would have legally had the Armstrong documents in her possession, she would have distributed them the same way she distributed the trial transcripts. In Mr Miller's affidavit, he states that Mrs Yates was to "copy and immediately" distribute the documents obtained from Mr Flynn. As is shown by the facts below, Mrs Yates only distributed the trial transcripts.

13. Produced and shown before me now is exhibit "KDL 39" which is a true copy of several pages from a July/August 1984 publication entitled "The Journal of the Advanced Ability Center." Contained in the classified section of this publication is an advertisement from Brenda Yates offering for sale copies of the Armstrong Trial Transcripts. Nowhere in the ad does Mrs Yates offer the Armstrong documents which would obviously be of more interest to potential buyers than just the trial transcript.

14. Produced and shown before me now is exhibit "KDL 40" a true copy of the January/February 1985 edition of "The Journal of the Advanced Ability Center." Mrs Yate's ad

appears again in the classified section. As the Court can see there is no mention of any Armstrong documents for sale.

15. After reviewing all the facts put forth by the Plaintiff and after reading the inconsistent affidavits of Mr Miller and Mr Atack, there is no doubt that the documents in question in the suit were improperly obtained in violation of Court Orders and in Breach of Confidence.

The Church does not want to prevent the publication of Mr Miller's book, we just want the parts of the book taken from the documents in question removed and our copyright rights in the photographs protected.

SWORN at 23/28 Fleet St)
London EC4)
this 8th day of October 1987)

Kenneth David Long

Before me,

Mark W. L. Cooksley

A SOLICITOR

Mark Cooksley
Solicitor of the
Supreme Court

DECLARATION OF LAWRENCE E. HELLER

I, LAWRENCE E. HELLER, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the Courts of the State of California and am a principal in the law firm of Turner, Gerstenfeld, Wilk & Tigerman. In said capacity, I am responsible for the defense of the within action on behalf of defendants AUTHOR SERVICES, INC. ("ASI") and BRIDGE PUBLICATIONS, INC. ("BPI"). Furthermore, I was the attorney for ASI with regard to certain settlements in which ASI was a settling party which are referred to in these moving papers. Accordingly, all of the following information is of my own personal knowledge and I am available and competent to personally testify thereto if necessary.

2. I was personally involved in the settlements which are referred to in these moving papers which transpired some two and one-half years ago. Those settlements concerned well over a dozen plaintiff litigants as well as various Church of Scientology entities and other third parties sued as defendants. Those settlements also concerned ASI, a defendant in this matter, which was a co-defendant in one of those many actions. The settlement negotiations which took place stretched over the course of several months, culminating in a multi-week session in a hotel in the city of Los Angeles where most of the lawyers (and some of the parties) involved in litigation met extensively.

3. Settlement negotiations, which were not supervised by any court, were arduous and, as is often the case in these

instances, sometimes contentious. However, a "universal settlement" was ultimately entered into between the numerous parties. The universal settlement provided for non-disclosure of all facts underlying the litigation as well as non-disclosure of the terms of the settlements themselves. **The non-disclosure obligations were a key part of the settlement agreements insisted upon by all parties involved.**

4. The contractual non-disclosure provisions were the one issue which was not debated by any of the parties or attorneys involved. In the last two and one half (2-1/2) years the settlements have been carried out in good faith by all parties. I consider my contribution, as well as the contribution of the other attorneys involved in the settlements, to have been of great benefit to this and other Courts in that it alleviated literally months upon months of trial time which would have been necessary had the settlements not been properly effected.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this [illegible] day of [illegible] 1989, at Beverly Hills, California.

Lawrence E. Heller
Declarant

Lawrence E. Heller, Esq., Bar No. 69770
TURNER, GERSTENFELD, WILK & TIGERMAN
8383 Wilshire Boulevard
Suite 510
Beverly Hills, California 90211
(213) 657-3100

Attorneys for Defendants
AUTHOR SERVICES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BENT CORYDON,
Plaintiff,
vs.
CHURCH OF SCIENTOLOGY INTERNATIONAL, INC., etc. et al.,
Defendants.

AND RELATED CROSS-ACTIONS

CASE NO. C 694 401

NOTICE OF MOTION AND MOTION OF DEFENDANT AUTHOR SERVICES, INC. TO DELAY OR PREVENT THE TAKING OF CERTAIN THIRD PARTY DEPOSITIONS BY PLAINTIFF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF LAWRENCE E. HELLER AND HOWARD SCHOMER IN SUPPORT THEREOF

DATE: November 16, 1989
TIME: 9:00 a.m.
DEPT: 44

TO: PLAINTIFF AND HIS ATTORNEYS OF RECORD HEREIN.

PLEASE TAKE NOTICE that on November 16, 1989 at 9:00 a.m., or as soon thereafter as counsel can be heard, in Department 44 of the above-entitled Court located at 111 North Hill Street, Los Angeles, California, defendant AUTHOR SERVICES, INC. ("defendant ASI" hereinafter) will move the Court for an order to restrain plaintiff from taking certain third party depositions.

This application is made on the ground that great and irreparable harm will result to defendant ASI unless a restraining order is issued enjoining plaintiff from taking certain third party depositions, or conditioning those depositions upon a showing of relevance.

This Motion will be based upon this Notice, the attached Memorandum of Points and Authorities, the pleadings, records and files in this action, and such evidence as may be presented at the hearing of the Motion.

Dated: October 31st, 1989

TURNER, GERSTENFELD, WILK & TIGERMAN

BY: ______________________
Lawrence E. Heller
Attorneys for Defendants
AUTHOR SERVICES, INC.

MEMORANDUM OF POINTS AND AUTHORITIES

Approximately two and one-half (2-1/2) years ago various Scientology entities, including some of the defendants herein, settled over a dozen cases involving hundreds of millions of dollars in alleged damages. Between six (6) to ten (10) of those cases were pending in this court and the Federal Court of the Central District of California.

One such case, which was not settled, entitled Wollersheim v. Church of Scientology of California, Case No. S011790 was intensely litigated in this very Court for close to six (6) years. That case culminated in a trial which lasted approximately eight (8) months, tying up one of this Court's courtrooms and judges exclusively for that period of time. During the course of the Wollersheim litigation, various issues were appealed, in one such instance resulting in a six (6) to eight (8) month stay of that litigation issued by the Honorable Sandra Day O'Connor, Justice of the United States Supreme Court. The Wollersheim litigation has recently been partly affirmed and partly reversed by the California Court of Appeals, and all parties expect that the appellate process will continue for at least another two (2) years.

Recognizing the tremendous time and financial burdens which litigation of this nature placed not only upon the litigants and their attorneys, but the courts involved as well, over a half dozen attorneys, including various California attorneys, entered into what can only be characterized as "herculean" settlement efforts. Those efforts ultimately resulted in the settlement of virtually all of the "Wollersheim-like" cases (where former Scientology staff members or parishioners instituted litigation against Scientology). Those settlements alleviated the truly gargantuan time and financial resources which would have been wasted in the absence of such a settlement. To effect these settlements also required an exercise of good faith on behalf of adverse litigants and attorneys who had been fiercely battling for a number of years prior to entering into the settlements.

One of the key ingredients to completing these settlements, insisted upon by **all** parties involved, was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences within the Church of Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members or parishioners; and (3) the terms and conditions of the settlements themselves. Peace has reigned since the time the interested parties entered into the settlements, all parties having exercised good faith in carrying out the terms of the settlement, including the obligations of confidentiality.

Comes now the plaintiff herein, BENT CORYDON, and acting the role of a one man wrecking crew, he serves multiple subpoenas in a wholesale manner upon these former plaintiffs (and in some cases defendants); seeking material totally irrelevant to the issues involved in his litigation.

Without any question, CORYDON's intent in serving these various subpenas requesting depositions and the production of documents is to drive a wedge between these settling parties, in an illegal attempt to extort a settlement of his own from the defendants herein. Even a glance at the Request for Documents served as part of CORYDON's subpoena duces tecum re deposition upon these settling parties indicates that he has no interest in any issues respecting plaintiff's case. Rather, CORYDON appears to be on a mission to torpedo what can only be characterized as good faith, effective settlements which have alleviated a vast burden upon this Court. (See subpena served upon one Homer Schomer, an individual who had sued various Scientology entities and this moving defendant in the Federal Court of the Central District of California, attached hereto as Exhibit "A"[1]).

Attached to these moving papers is the declaration of one of the litigants who settled against Scientology, the aforesaid Homer Schomer. Mr. Schomer's declaration, conclusively exhibits that he has no evidence concerning CORYDON or CORYDON's relationship with any Scientology entity, is perhaps the best evidence of CORYDON's bad faith in attempting to effect the subject deposition discovery.

The other third parties CORYDON has subpenaed to deposition that ASI knows of have even less information concerning CORYDON. For instance one of the potential deponents who CORYDON has been trying to serve is attorney Michael J. Flynn, a Boston lawyer involved in most of the settlements which transpired some two and one-half (2-1/2) years ago.

///

---

[1] Even a cursory review of the documents requested in Mr. Schomer's subpena indicate that they have nothing to do with Mr. CORYDON's case. They relate solely to the Settlement Agreement and documents attendant to that settlement. It is inconceivable that any of these documents could be relevant, even pursuant to discovery standards, to any issue in the instant litigation.

CORYDON and his attorney, Toby L. Plevin, obviously feel that they have hit upon a weak spot within the Church of Scientology's resolve to effectively defend this litigation. Their tactic is to illegally threaten to compel by subpena disclosure of confidential material irrelevant to the issues in his case. The fact that CORYDON's and Ms. Plevin's litigation tactics are in bad faith and an abuse of this Court's process appears to be of no avail to them.

CORYDON has been in litigation with most of the defendants herein for approximately eight (8) years. CORYDON sought dismissal of the litigation which he had previously instituted in the County of Riverside prior to the time that it was to go to trial in that Court, after he had litigated that case for over five (5) years. CORYDON thereafter instituted this litigation, clearly once again with no intent of going to trial on the merits, but rather in an attempt to "blackmail" these defendants through an attack upon the good faith settlements into which they had previously entered.

This moving party, (AUTHOR SERVICE, INC.) which was a party to at least one of the aforementioned settlements beseaches this Court to prevent CORYDON and/or his attorney from engaging in these unethical tactics under the guise of free wheeling discovery. These parties would ask this Court to issue a protective order preventing these depositions from going forward

///

///

///

at least until CORYDON and his attorney have exhibited the relevance of these depositions.

Dated: October 24, 1989

TURNER, GERSTENFELD, WILK & TIGERMAN

BY: ______________________________
Lawrence E. Heller
Attorneys for Defendants
AUTHOR SERVICES, INC.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8383 Wilshire Boulevard, Suite 510, Beverly Hills, California 90211.

On November 1, 1989, I served the foregoing document described as NOTICE OF MOTION AND MOTION OF DEFENDANT AUTHOR SERVICES, INC. TO DELAY OR PREVENT THE TAKING OF CERTAIN THIRD PARTY DEPOSITIONS BY PLAINTIFF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF LAWRENCE E. HELLER AND HOWARD SCHOMER IN SUPPORT THEREOF by placing [ ] the original [x] a true copy thereof enclosed in sealed envelopes addressed as follows:

Toby Plevin, Esq., 6380 Wilshire Boulevard,
Suite 1600, Los Angeles, CA 90048

William Dresher, Esq., Wyman, Bautzer, Kuchel & Silbert
Two Century Plaza, 14th Floor,
2029 Century Park East, Los Angeles, CA 90067

Kendrick Moxon, Esq., Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Hollywood, CA 90028

[ ] BY MAIL - I deposited such envelope in the mail at Beverly Hills, California. The envelope was mailed with postage thereon fully prepaid as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Beverly Hills, California in the ordinary cause of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[x] BY PERSONAL SERVICE - I delivered such an envelope by hand to the offices of the addressee.

[x] (State) I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on November 1, 1989, at Beverly Hills, California.

Susan J. Davis

HUB LAW OFFICES
Ford Greene, Esquire
California Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Plaintiffs
VICKI J. AZNARAN and
RICHARD N. AZNARAN

FILED

SEP 4 2 45 PM '91

U.S. DISTRICT COURT
DIST. OF CALIF.

RECEIVED
SEP 07 1991
HUB LAW OFFICES

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N. AZNARAN,

Plaintiffs,

vs.

CHURCH OF SCIENTOLOGY OF CALIFORNIA, et al.,

Defendants.

AND RELATED COUNTER CLAIM

No. CV-88-1786-JMI(Ex)

DECLARATION OF GERALD ARMSTRONG REGARDING ALLEGED "TAINT" OF JOSEPH A. YANNY, ESQUIRE

Date: September 9, 1991
Time: Discretionary
Ct: Hon. James M. Ideman

///

///

///

///

///

///

///

///

///

DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare and state that:

1. I was a Scientologist and held many positions in many sectors of Scientology, hereinafter referred to as "the organization," from 1969 to 1981. I have been involved in organization litigation as a witness, defendant, plaintiff and paralegal from 1982 until the present. I have testified in three trials and in depositions in ten organization cases approximately forty-seven days. I have authored over twenty-five declarations concerning L. Ron Hubbard, Scientology practices and the litigation. I am by trade a philosopher, writer and artist. In 1986 I founded a church which now has many members internationally.

2. I am the defendant and cross-complainant in the case of Church of Scientology of California v. Armstrong Los Angeles Superior Court No. C420153. A decision in that case was rendered after a lengthy bench trial by Judge Paul G. Breckenridge, Jr. on June 20, 1984. The California Court of Appeal opinion, No. B025920, issued July 29, 1991, affirming the Superior Court's decision, has recently been filed in this case as an exhibit to the Aznarans' oppositions.

3. In December 1986 I entered into a settlement agreement with the organization, a copy of which is filed herewith as Exhibit 1. The organization did not honor the agreement, however, but has continued a program of threats and attacks to this day. I have detailed what I knew of these threats and attacks up to March 15, 1990 in my declaration of that date. The circumstances at the time of the settlement and a rebuttal of various organization attacks are contained in a declaration I executed on December 25, 1990. I can supply these declarations to the Court if it so wishes.

4. I make this declaration to respond to various allegations about me made by the organization in its papers recently filed in this case.

5. Organization attorney Laurie Bartilson states that my aid to attorney Ford Greene in preparing the Aznarans' recently filed oppositions to organization motions "violated this Court's orders and the Local Rules." (Defendants' Opposition To Ex Parte Application To File Plaintiffs' Genuine Statement of Issues [sic] Re Defendants' Motions (1) To Exclude Expert Testimony; and (2) For Separate Trial On Issues of Releases and Waivers; Request that Oppositions Be Stricken; hereinafter "Opp To Ex P", p.2,3.) I aid Mr. Greene and the Aznarans out of my own free will and my sense of right and wrong. If I am ordered by any lawfully constituted court to cease rendering such aid I will.

6. Ms. Bartilson states that I "[am] employed by Joseph Yanny on this very case." (Opp To Ex P p.4) I am not.

7. Ms. Bartilson states that for me "to now have switched [my] aid to Greene's office further taints all (emphasis in original) of the papers filed by Greene..." (Opp To Ex P p.5) It doesn't, because there was not and is not any taint..

8. Ms. Bartilson states that my aiding Mr. Greene "is grounds for [his] disqualification." (Opp to Ex P p.5) It isn't; but if this Court were so to order me, I will comply.

9. Ms. Bartilson suggests that Mr. Greene should be disqualified because I am "a paralegal formerly employed by defendant's lawyers." (Opp To Ex P p.5) I have never been employed by any organization lawyer.

10. Ms. Bartilson declares that "[she has] been informed by private investigators hired by [her] law firm that [I] was present at Ford Greene's offices many times from August 3, 1991 through at least August 21, 1991,

often for hours and days at a time." (Opp To Ex P p.9,para 4) I was outside the United States from August 3 until August 10, and not in Marin County where Mr. Greene's office is located until August 13, 1991. Filed herewith as Exhibit 2 are copies of my boarding passes for my flights from San Francisco to Johannesburg, South Africa on July 19 and 20, returning August 9 and 10.

11. Organization attorney William Drescher states that "[a]s [I am] Yanny's paralegal on this case, [my] new affiliation as an assistant to Ford Greene is truly outrageous." (Supplemental Memorandum In Support of Defendants' Motion To Dismiss Complaint With Prejudice; hereinafter "Supp Memo," p.4) I am not Mr. Yanny's paralegal on this case, and my affiliation with Mr. Greene is wholly peaceful, lawful, decent, helpful, respectful, and humorous.

12. Mr. Drescher states that "Yanny's involvement in this case continues, this time through a different "extension"--the improper activities of Yanny's paralegal, Gerald Armstrong." (Supp Memo p.5) I am not Mr. Yanny's paralegal. I answered his call for help during the period he was attorney of record in this case. I spent parts of two days on July 15 and 16 in Mr. Yanny's office during which time the only "work" I did was to write two declarations, one of which was also used by Mr. Greene. Mr. Yanny gave me no instructions or suggestions at any time to pass on to Mr. Greene or to anyone else involved in the Aznaran litigation. I am not Mr. Yanny's "extension" into this case. This organization's actions in attempting to deny their victims, the Aznarans, not only legal representation but support to the Aznarans' legal representatives is what is improper.

13. Mr. Drescher states that in 1984 I was "plotting against the Scientology Churches and seeking out staff members who would be willing to assist [me] in overthrowing Church leadership." (Supp Memo p.5) The

organization is not a church. Organization operatives David Kluge and Michael Rinder sought me out and gained my trust through a close friend whom the organization coerced into participating in an operation to attempt to entrap me. The organization operatives stated that they wanted to reform the organization and rid it of its criminal activities and they asked me to help. They said they wanted to save Scientology from its criminal leadership. They stated they were operating secrectly within the organization for fear of, inter alia, being killed. They used my willingness to communicate and to help to attempt to enveigle me into the commission of a crime. When that failed, the organization simply twisted my refusal to participate in the suggested criminal act into further accusations.

14. Mr. Drescher states that "[t]he Church obtained information about [my]plans and, through a police-sanctioned investigation, provided [me] with the "defectors" [I] sought." (Supp Memo p.5) That the organization and its lawyers have told this lie so many times in so many jurisdictions over so many years has not made it any more true now than when they concocted the plot. I was videotaped. The videos are still embarrassing to me because I use foul language. What I say does not mean what the organization and its lawyers say it means. A private investigator (who, during this period threatened to put a bullet between my eyes) obtained a false authorization from an LAPD officer, who was himself suspended six months for his participation in the crime. The organization did not obtain information about my plans; it created the whole operation, including what my "plans" were to be.

15. Mr. Drescher states that "[o]n November 30, 1984 [I] met with one Michael Rinder, an individual whom [I] thought to be one of [my] "agents" (but who in reality was loyal to the Church)" (parens in original). (Supp

Memo p.5) I never considered Rinder my agent, nor did I consider that I had any agents. Rinder was not loyal to the "church." He was being operated by what the operatives called the "criminal leadership."

16. Mr. Drescher states that "the conversation [was] recorded with written permission from law enforcement." (Supp Memo p.5) It wasn't. The Chief of the LAPD denied authorizing the illegal operation, and the officer was suspended for his "permission."

17. Mr. Drescher quotes some out-of-context statements from my November 1984 meeting with Michael Rinder and avers that they meant that I was recommending that the group of "reformers" did not need "actual evidence of wrongdoing to make allegations in Court against the Church leadership." (Supp Memo p.5) My answer to Rinder is out of frustration because he appeared to be unable to understand that a complaint contains allegations, and the proof of the allegations is achieved through documentation and testimony, including even the well-known fact of the organization's long history of destruction of evidence, obtained through the litigation up to the end of trial. Elsewhere and in other conversations I discussed with the "reformers" what was actually known and documented, and which could be alleged in the complaint they insisted they wanted to file. I discussed with the "reformers" an inventory of criminal acts for which we knew the organization was responsible. They included burglary of state and federal offices, theft, obstruction of justice, blackmail, assault, civil rights violations, immigration fraud, tax fraud, attempted entrapment of Federal Judges, framing of my own attorney Michael Flynn, the use of preclear folder information against all Scientologists, all the acts which flowed from ""fair" game," and the use of their charitable corporation funds to carry out these criminal acts.

18. Organization attorney Eric Lieberman states that "the utter disregard of the truth that the Aznarans have made the trademark of their litigation effort, bears the unmistakable signature of Gerald Armstrong, whose theory of litigating against Churches of Scientology, as captured on videotape in 1984, is not to worry about what the facts really are, but instead to choose a state of "facts" that should survive a challenge by the Church and "just allege it."" (Reply In Support of Defendants' Motion For Summary Judgment Based On the Statute of Limitations; hereinafter "Reply Stat Lim," p.2,3) This is not true. It is simply further exploitation of the fruits of the organization's covert actions against me: the illegal 1984 videotape regarding what the organization calls the "Armstrong Operation," Until I started to help Mr. Greene, I had nothing to do with the Aznaran case, which was filed in April 1988, except for my help to Mr. Yanny described in paragraph 12 above. I have given no facts to the Aznarans, nor any legal strategy. Besides the declarations I have written, all of which are now before this Court, I have written not one word in any of the filed papers. My help to Ford Greene in all of the papers recently filed has been in proofreading, copying, collating, hole-punching, stapling, stamping, packaging, labeling, air freighting and mailing. Mr. Greene and I have had several conversations during this period, some of which certainly concerned the litigation.

19. Mr. Lieberman states that "[i]t is clear that [my] influence and philosophy permeates the Aznaran's oppositions." (Reply Stat Lim p.3) I pray that that is true, because my philosphy in litigating against the organization is to tell the truth, have the faith that, no matter what lies the organization tells or operations it runs or how threatening the organization appears to be, truth will prevail; that, no matter how the organization

perverts the law, manipulates courts, testifies falsely, fights unfairly, wields religion as a sword and then a shield and abuses the legal process, justice will, if fought for honorably, triumph.

20. Mr. Lieberman states that "[o]n August 19, 1991 [I] admitted to one of defendants' counsel that [I] was at Greene's office "helping out."" (Reply Stat Lim p.3) I admitted no such thing. I was doing nothing even faintly improper which would require admission. I have been completely up front about my being in Mr. Greene's office and helping him. It is the organization which has skulked around and engaged in improprieties which it should admit to. I was so shocked when I discovered the organization operatives videotaping me on August 20 that I wrote Mr. Lieberman to protest the harassment. When I found the operation continuing on August 21 I again wrote Mr. Lieberman, and called his office, advised one of his associates of the operation and pleaded that it be called off. Copies of my letters are filed herewith as Exhibits 3 and 4. Mr. Lieberman has not answered my letters, has not mentioned them in his papers, which he signed on August 26, but has escalated the attack on my character and intentions. The operation has continued at least until August 30. Because of its form and nature, and because of my knowledge of organization operations and its philosophy of opportunistic hatred, I believe that this operation does not have as its major goal the proof that I am helping Mr. Greene. I believe its goal is intimidation and the assembly of intelligence information for future acts.

21. Mr. Lieberman states that "the real thrust of the Aznarans' Opposition is....the "just allege it" philosophy of Yanny's paralegal, Gerald Armstrong." (Reply Stat Lim p.33) I am not Mr. Yanny's paralegal, and "just allege it" is really the organization's litigation theory. L. Ron Hubbard

established the Guardian's Office and then the Office of Special Affairs to carry out his way of litigating.

> "In the face of danger from Governments or courts......
> If attacked on some vulnerable point by anyone or anything or any organization, always find or manufacture (empasis added) enough threat against them to cause them to sue for peace." L. Ron Hubbard, Policy Letter of 15 August, 1960 "Dept of Govt Affairs." (Exhibit 5)

22. Mr. Lieberman states that "[my] "helping out" while the Opposition was concocted not only reveals the continuing taint of Yanny's involvement with this case, it establishes the guiding principle that resulted in [the] Opposition..." (Reply Stat Lim p.34) Not one thing, not the ability to proofread, photocopy, collate, hole-punch, staple, package, label, air freight or mail that I did in connection with the preparation of the Aznarans' oppositions, did I learn from Mr. Yanny. Not the ability to spot and confront organization operatives did I learn from Mr. Yanny. Not the ability to write, nor any fact or idea or word in any declaration did I learn from Mr. Yanny. I have been the target of "fair" game since I left the organization in 1981, and understand its philosphy. I know the organization's litigation theories and practices and I understand the psychopathology of L. Ron Hubbard and why he and his organization came to be viewed by Courts as paranoid and schizophrenic. There is nothing Mr. Yanny could possibly tell me which would surprise me or be additional to what I know about this organization. Mr. Yanny has provided no "guiding principle" whatsoever. The organization, by making and maintaining fair game as its guiding principle, established the guiding principle in this litigation. The fair game doctrine will dog the organization as long as there are honest and free men or until the

organization, not denies its existence, but completely and sincerely repudiates it.

23. Mr. Lieberman states that "[my] philosophy of litigation is that facts and the truth are irrelevant and that all that is required to prevail is to allege whatever needs to be alleged." (Reply Stat Lim p.34) I have survived all the cross-examination and depositions by the organization, the documentation attacks by the organization, the character assassination by the organization, the use of my preclear folder information, the operations, the threats, the assaults, because truth is relevant. Although there undoubtedly is some memory loss over the past twenty-two years, and although there may even be some discrepancies in forty-seven days of sworn testimony, I have survived examination and cross-examination because I have, as much as is humanly possible, told the truth. I have said what I have known, known when I didn't know something, and stated my opinions as opinions. It is my opinion that one honest man can confront and vanquish a dishonest organization, no matter how big or how organized. Gratefully there are a few honest men to make the work lighter.

24. Mr. Lieberman states that "[t]he Aznarans' desperation to defeat this motion is so profound that they resort not only to the "just allege it" litigation philosophy of Joseph A Yanny's paralegal assigned to this case, Gerald Armstrong, but also to enlisting Armstrong's help in this cynical, say-anything-you-have-to approach to the truth." (Reply In Support of Defendants' Motion For Summary Judgment Pursuant To the First Amendment; hereinafter Reply First Am, p. 2) I am not Mr. Yanny's paralegal, and I am not assigned to this case. The desperation which resulted in the enlisting of my help had a purely logistical basis. Mr. Greene faced a mountain of organizational motions which required oppositions, and

no time to do them. He has no employees but a secretary who comes in a couple of evenings a week sometimes and sometimes on Saturdays. He needed simple office backup in the form of proofreading, photocopying, collating, hole-punching, etc. I am blessed with those simple office skills, and I have a knowledge of the subject matter and the cause in which Mr. Greene labors. I am aware of the awesome disparity of resources between Mr. Greene and the army of law firms, lawyers, paralegals, secretaries, and organizational legal machinery of his opposition. I am aware of the organization's policies and practices of neutralizing or eliminating the legal support of its enemies. How could anyone resist a call to help in this situation? It was not a conspiratorial thought that plunked me down over a year ago within running distance of the Hub Law Offices and sporting the same zip code. What It was was merely making the inevitable not only funny but easier.

25. Organization attorneys have made much of the fact that Joseph Yanny has been enjoined from representing me in litigation adverse to the organization. (Op To Ex P p.10; Supp Memo p.4) He is, of course, its former attorney. I have been working with Mr. Greene since August 17. I have not seen nor heard one word of Mr. Yanny's influence in this case, beyond the fact that the organization just alleged it.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on September 3, 1991 at Sleepy Hollow, California.

G.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 56 HON. BRUCE R. GEERNAERT, JUDGE

CHURCH OF SCIENTOLOGY OF CALIFORNIA,)
PLAINTIFF,)
VS.) CASE NO. C 420 153
GERALD ARMSTRONG,)
DEFENDANT.)

RECEIVED
JAN 31 1992
HUB LAW OFFICES

REPORTER'S TRANSCRIPT OF PROCEEDINGS

MONDAY, DECEMBER 23, 1991

APPPEARANCES:

(SEE APPEARANCE PAGE.)

COPY

HERBERT CANNON, CSR NO. 1923
OFFICIAL REPORTER

APPEARANCES:

FOR THE PLAINTIFF:

MICHAEL LEE HERTZBERG, ESQ.
740 BROADWAY, FIFTH FLOOR
NEW YORK, NEW YORK 10009

WLLIAM T. DRESCHER, ESQ.
23679 CALABASAS ROAD
SUITE 388
CALABASAS, CA. 91302

FOR THE DEFENDANT:

TOBY PLEVIN, ESQ.
10700 SANTA MONICA BLVD.
SUITE 4-300
LOS ANGELES, CA. 90025

JOSEPH A. YANNY, ESQ.
1925 CENTURY BOULEVARD
SUITE 1260
LOS ANGELES, CA. 90067

THEY CONSIDERED TO BE APPROPRIATE FOR THE COURT ORDER AND THEN I GO OVER THEM AND SAY IS THIS REALLY SOMETHING THAT IS THE BUSINESS OF THE COURT TO BE ORDERING AND ENFORCING WITH CONTEMPT OR NOT?

AND I MAKE SURE THAT IT IS THE KIND OF CLEAR AND CONCISE ORDER THAT CAN BE THE SUBJECT OF A CONTEMPT PROCEEDING. SO MY BELIEF IS JUDGE BRECKENRIDGE, BEING A VERY CAREFUL JUDGE, FOLLOWS ABOUT THE SAME PRACTICE AND IF HE HAD BEEN PRESENTED THAT WHOLE AGREEMENT AND IF HE HAD BEEN ASKED TO ORDER ITS PERFORMANCE, HE WOULD HAVE DUG HIS FEET IN BECAUSE THAT IS ONE OF THE -- I HAVE SEEN -- I CAN'T SAY -- I'LL SAY ONE OF THE MOST AMBIGUOUS, ONE-SIDED AGREEMENTS I HAVE EVER READ. AND I WOULD NOT HAVE ORDERED THE ENFORCEMENT OF HARDLY ANY OF THE TERMS HAD I BEEN ASKED TO, EVEN ON THE THREAT THAT, OKAY, THE CASE IS NOT SETTLED.

I KNOW WE LIKE TO SETTLE CASES. BUT WE DON'T WANT TO SETTLE CASES AND, IN EFFECT, PROSTRATE THE COURT SYSTEM INTO MAKING AN ORDER WHICH IS NOT FAIR OR IN THE PUBLIC INTEREST.

SO BASICALLY, I HAVE TO CONCLUDE BASED ON THE RECORD THAT THERE WAS NO ORDER; SIMPLY, HE WASN'T PRESENTED THE ORDER. HE WAS NOT ASKED TO ORDER ITS PERFORMANCE. HE DIDN'T ORDER ITS PERFORMANCE.

THE FIRST TIME THAT WOULD BE DONE WOULD BE IN RESPONSE TO YOUR MOTION AT THIS TIME.

MR. HERTZBERG: JUDGE, LET ME RESPOND TO THAT.

FIRST OF ALL, I THINK YOUR HONOR KNOWS WE ARE NOT CLAIMING THAT JUDGE BRECKENRIDGE SO ORDERED THE TERMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 56 HON. BRUCE R. GEERNAERT, JUDGE

CHURCH OF SCIENTOLOGY OF CALIFORNIA,

PLAINTIFF,

VS.

GERALD ARMSTRONG,

DEFENDANT.

CASE NO. C 420 153

REPORTER'S CERTIFICATE

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

I, HERBERT CANNON, OFFICIAL REPORTER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES, DO HEREBY CERTIFY THAT THE FOREGOING PAGES, 1 THROUGH 77, COMPRISE A TRUE AND CORRECT TRANSCRIPT OF THE PROCEEDINGS HELD IN THE ABOVE-ENTITLED MATTER ON DECEMBER 23, 1991.

DATED THIS 6TH DAY OF JANUARY, 1992.

Herbert Cannon

OFFICIAL REPORTER CSR NO. 1923

HEADLINE NEWS

[SHOT: Studio setting]

NARRATOR: A former member of the Church of Scientology claims he has damaging information about the organization, but he's being silenced by a Court Order. Don Nab explains.

[CNN CAPTION: SCIENTOLOGY.]

[SHOT: Close up of Armstrong with Ford Greene behind him. Then a pan of the courtroom, with attorney Andy Wilson arguing and a shot of the Judge.]

Don Nab: Gerald Armstrong says he knows a lot about the Church of Scientology and he's fighting in court for the chance to tell it. A former archivist of the organization he had first hand access to records of Scientology's controversial founder, L. Ron Hubbard.

[SHOT: Close up of Armstrong in an office. Don Nab narrating]

Gerald Armstrong: I'm an expert in the misrepresentations Hubbard has made about himself from the beginning of Dianetics until the day he died.

on Nab: But that's about all that he can say legally. The Church of Scientology slapped Armstrong with a Court Order to prevent him from talking about what he may know.

[SHOT: Excerpt of Video tape of 1986 settlement signing.]

Heller: You are going to sign this of your own free will.

Armstrong: Yes.

[CNN caption: December 1986.]

Heller: OK. You're not suffering from any duress or coersion which is compelling you to sign this document.

[CNN CAPTION: Video provided by Anti-Scientology Attorney.]

Armstrong: No.

:eller: Alright, ...

Don Nab: As part of the lawsuit settlement documented by Scientology on this video tape, the Church paid Armstrong $800,000. In that settlement Armstrong agreed not talk about the Church, it's documents, or its founder.

[1ST SHOT: Wilson and Hertzberg sitting at counsel table.]
[2ND SHOT: Greene arguing at counsel table.]

Don Nab: Now, the Church of Scientology wants to block Armstrong from working with anti-Scientology attorney, Ford Greene.

Ford Greene: Gerald Armstrong possesses information about the Church of Scientology on first-hand basis that undercuts a lot of the claims that they make to the public on a daily basis in advertisements on TV and advertisements in newspapers.

[CNN CAPTION: Ford Greene, Anti-Scientology Attorney.]

HOT: Bartilson at counsel table with a stack of papers.]

Don Nab: Greene hired Armstrong as a paralegal, to help him with a lawsuit against Scientology in Los Angeles.

[SHOT: Wilson arguing at counsel table.]

Don Nab: Attorneys for the Church of Scientology claimed that Armstrong was breaking his settlement contract.

Andy Wilson: $800,000. $800,000 was paid to that man. And now that he's spent the money, he comes into this court and he says, "I don't have to keep my part of the bargain."

[CNN CAPTION: Andrew Wilson, Scientology Attorney.]

[SHOT: Judge Dufficy at Bench.]

Don Nab: Scientology won this round. The gag on Armstrong remains, for now.

[SHOT: Close up of Armstrong at counsel table.]

Don Nab: Armstrong is not alone. 12 former Scientology members have accepted money to settle lawsuits with the Church.

[SHOT: Pleading packs on counsel table.]

Don Nab: The settlements included, promises to remain quiet and take no part in further litigation against the Church.

[SHOT: Greene in law office.]

Ford Greene: It'll be extremely damaging because Scientology has spent a whole ton of dough, on keeping not only Gerry silent but a lot of other people silent. And if Gerry's case unravels, it's the first domino, and all the rest of them are going to unravel ...

[SHOT: Green in law office with interviewer.]

Don Nab: Attorney Greene says, Armstrong's knowledge of Scientology can prove the Church is not what it says it is.

[SHOT: Outside of the Courtroom. Armstrong and Phippeny prominent.]

Don Nab: Scientology says, Armstrong accepted a lot of money not to discuss the Church and should keep his word. Don Nab, CNN, San Raphael, California.

SUPERIOR COURT OF CALIFORNIA, MARIN COUNTY

ATE: 3/27/92 COURT MET AT ________ DEPARTMENT NO. 4

RE NT: HON. Michael B. Dufficy, JUDGE A Cooper, DEPUTY CLERK

________, REPORTER ________, BAILIFF

TLE: Church of Scientology of International vs. Gerald Armstrong, et. al.	COUNSEL: Ex Parte

ATURE OF PROCEEDINGS: Order Regarding Further Hearings & Signing of Further Documents

ACTION NO. 152229

The above entitled case came before the Court on Motions, 2 of which were Motion to Transfer to Los Angeles County + Motion for Preliminary Injunction.

The Court granted the Motion to Tranfer and granted an extention of 45 days on the Preliminary Injunction. All remaining motions were to be heard in Los Angles County.

Pursuant to that order, no further Orders are to be submitted to this Court and there will be no further hearings scheduled regarding this matter.

cc A. Wilson
L. Bartilson
F. Greene
Intervener, Mr Berry

MINUTES

3110-CC25

WILSON, RYAN & CAMPILONGO
A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0938

ANDREW H. WILSON
STEPHEN C. RYAN*
ANNETTE D. LEJARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJKOWSKI

*CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

March 26, 1992

RECEIVED
MAR 26 1992
HUB LAW OFFICES

The Honorable Michael B. Dufficy
Marin County Superior Court
Hall of Justice
Civil Center Drive
San Rafael, California 94901

Re: Church of Scientology v. Armstrong;
Our File No. SCI02-003

Dear Judge Dufficy:

I enclose the following in connection with the Application of Plaintiff Church of Scientology International for an Order to Show Cause re Contempt:

1. APPLICATION FOR ORDER TO SHOW CAUSE RE CONTEMPT;
2. DECLARATION OF ANDREW H. WILSON;
3. DECLARATION OF LAURIE J. BARTILSON;
4. (PROPOSED) ORDER TO SHOW CAUSE RE CONTEMPT.

Although the customary procedure to initiate contempt proceedings is to seek an order to show cause on an ex parte basis, given the Court's busy schedule and the number of ex parte applications previously submitted in this matter, we have decided to simply transmit the referenced application and supporting declarations to you, with copies to opposing counsel.

We suggest that Defendant Armstrong be given a reasonable period of time, not to exceed five (5) days to submit any counter-declarations he wishes to submit and that the Court then decide on the papers so submitted whether the Order To Show Cause should issue.

Of course, should the Court wish to hear oral argument, we would be happy to appear at the Court's convenience.

We regret having to take up the Court's time with this Application. However, the number and nature of the violations of the Temporary Restraining Order committed by Armstrong compel us to do so. The authority of the Court to consider and rule on this Application emanates from Paragraph 1(c) of this Court's order of March 24, 1992 which gives the Court continuing jurisdiction to enforce the Temporary Restraining Order, and upon this Court's inherent power to supervise and compel performance of its own orders.

Very truly yours,

WILSON, RYAN & CAMPILONGO

Andrew H. Wilson

AHW-0315:pan
Enclosures

cc: Ford Greene (w/enclosures - via hand delivery)
Laurie J. Bartilson (w/enclosures - via regular mail)
Graham Berry (w/enclosures - via regular mail)

SUPERIOR COURT OF CALIFORNIA, MARIN COUNTY

ATE: 3/20/92 COURT MET AT 9:05 Am DEPARTMENT NO. 4

RESENT: HON. Michael B. Dufficy, JUDGE A Cooper, DEPUTY CLERK

Margaret Cordova, REPORTER Al Wong, BAILIFF

TLE: Church of Scientology of International Vs. Gerald Armstrong, et al	COUNSEL: Andrew Wilson Laurie Bartilson Graham Berry Ford Greene

ATURE OF PROCEEDINGS: Motions ACTION NO. 152229

This matter comes before the Court on the following motions:

1. Motion to Dismiss/Stay + Tranfer to L.A.
2. Motion to Intervene
3. Application by Mr. Hertzberg to address this Court.
4. Protective Order
5. Motion for Preliminary Injunction
6. Evidentiary Hearing
7. Motion for Sanctions

Appearances as noted above.

The Court hears argument re media filming.

Filming is allowed.

Argument re transferring matter to L.A. (Defense argument)

Argument re preliminary injunction (plaintiff argument)

Mr. Hertzberg addresses the Court re previous ruling of jurisdiction + venue.

Argument in opposition by Mr. Greene

Mr. Berry presents argument + joins with Mr. Greene (T.R.O.)

Mr. Wilson argues to restrain the defendant re T.R.O.)

Submitted.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE
COUNTY OF MARIN

ATE 3/20/92 AT 9:05 AM, Dept. 4 CONTINUED

BBREVIATED TITLE Church of Scientology vs. Armstrong, et al ACTION NO. 152229

The Court makes the following order,

Change of Venue is granted. The Court will allow the T.R.O. to remain in effect for an additional 45 days to allow all counsel time to file in L.A. County. The remainder of the motions will be presented & argued in L.A. County. Mr. Wilson to prepare order.

HUB LAW OFFICES
Ford Greene, Esquire
California Bar No. 107601
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

Attorney for Plaintiffs
VICKI J. AZNARAN and
RICHARD N. AZNARAN

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN and RICHARD N. AZNARAN,

Plaintiffs,

vs.

CHURCH OF SCIENTOLOGY OF CALIFORNIA, et al.,

Defendants.

AND RELATED COUNTER CLAIM

No. CV-88-1786-JMI(Ex)

DECLARATION OF GERALD ARMSTRONG IN OPPOSITION TO MOTION TO EXCLUDE EXPERT TESTIMONY

HUB LAW OFFICES
FORD GREE, ESQUIRE
711 SIR FRANCIS E BOULEVARD
SAN ANSELMO, CALI RNIA 94960-1949
(415) 258-0360

I, GERALD ARMSTRONG, declare:

1. I was a Scientologist from 1969 to 1981 and held many organizational positions during that period. I was also the defendant in an action entitled Church of Scientology vs. Armstrong, in Los Angeles Superior Court. Judge Breckenridge's opinion in that case was affirmed by the California Court of Appeal on July 29, 1991.

2. Throughout 1980 and 1981 I was L. Ron Hubbard's biographical researcher and archivist. During that period I read

and studied his letter dated September 7, 1955 to the Federal Bureau of Investigation and I provided a copy of it to writer, Omar V. Garrison for his use in a biography of Hubbard. A true and correct copy thereof is attached hereto as Exhibit 1.

3. While I was a Scientologist I read and studied L. Ron Hubbard's Technical Bulletin of July 22, 1956. It was published in the 1970's in bound volumes of Hubbard's "technical" writings and has continued to be published in later volumes up to the present time. A true and correct copy is attached hereto as Exhibit 2.

Under penalty of perjury, pursuant to the laws of the United States I hereby declare that the foregoing is true and correct. Executed this 26th day of August, 1991, at San Anselmo, California.

GERALD ARMSTRONG

RON HUBBARD, D.[illegible] PH.

(51) 2506

Box 242
Silver Spring, Md.
Sept. 7, 1955

TO THE FEDERAL BUREAU OF INVESTIGATION
Communist Activities

Gentlemen: L. Ron Hubbard

A series of sudden insanities and disturbances in Dianetic and Scientology groups reached seven last week on the West Coast.

In Atomic Energy's Richland, Washington a young boy who had never been treated with Dianetics or Scientology but whose father Verne McAdams is the local Scientology group leader in Richland suddenly and mysteriously became insane, so suddenly and so thoroughly that the head of the institution for insane in Richland, evidently of good security, suspects the use of LSD, the insanity producing drug so favored by the APA. Two of our ministers in that area at my request went further into the situation and by means we will not detail recovered from the boy information of which his family had been entirely ignorant. On instructions to find the "other psychiatrist" our ministers by this means located an unsuspected one in Atomic Energy's front yard, a man who had been the construction company doctor during the building of Richland and who had then turned psychiatrist and whose name strangely enough is Menkowski (sp?). The boy had evidently had some association with this man before this sudden onset.

00 79

With this information not yet cool long distance from San Francisco Bay Area notified us of the sudden and inexplicable descent into insanity of one Wanda Collins. She is ravingly insane and yet was completely sane a day ago. Her people and our people cannot account for a missing nine hour period just before this onset. You should be interested in this because Wanda Collins resigned from the Communist Party some time ago, foreswore it and tried to make amends with Scientology and would be a logical candidate for an LSD attack.

SEE REVERSE SIDE FOR ADD. DISSEMINATION.

RECORDED-102

Concurrently with this in Phoenix, Arizona

INDEXED-102

20 SEP 1955

58

SEP 20 1955

A29

A-29

our Mr. Edd Clark was suddenly arrested "for practising medicine without a license", and this is very odd because he is the first Dianeticist or Scientologist in five years of world wide operation to be so accused. He could not have been practising medicine because Dianetics and Scientology seek only to assist able people to improve their talents and have no interest in sickness or insanity. He was arrested and without any search warrant all his papers and letters were seized even down to blank typewriter paper and were carried away, a fact which places this matter quite solidly in the field of the F.B.I.. Mr. Clark is a half-blind deaf old man. He was once a chiropractor but has long since ceased to be one. He was told by the County Attorney that the County Attorney meant to "get to the bottom of this thing about Hubbard and Scientology."

The "bottom of the thing" can be found in "Who Knows and What" and "Who's Who in the East" in the local library or from bookstores which carry my books. My own life is about as hard to investigate as a white rock on a summer's day.

It is not uncommon in the past five years to have judges and attorneys mad-dogged at about what a terrible person I am and how foul is Scientology. Persons never named or available step in, spread violent tales and accusations and vanish. This mad-dogging has evidently been done at this County Attorney to prompt such a foolish action. This makes the third civil official in that area to go off half-cocked about Scientology. When it is all done and Scientology has been neatly ruined by the newspapers in the area and when all the charges have been quashed there is no one from whom any recompense can be drawn. "It was all a mistake"...

In 1950 the Dianetics Foundations were violently attacked and discredited. The 200 Foundation employees, when screened, yielded 35 Communist-connected persons. That done the commotion stopped. After three quiet years in the Phoenix area we forwarded to the Defense Department data on brain-washing. Instantly

(134)

we became the subject of violence. Four people were seized by psychiatrists in that area to date and to this day so far as I know are still being held, their sanity shattered.

After we so informed the Defense Department about brain-washing technologies in our hands and offered them, we have been in a state of siege. Understand that we accuse the D.D. of nothing.

Psychiatrists as far north as Seattle have said they were "out to get every Scientologist." An Internal Revenue official has used those very words before witnesses and said he was going to get to the bottom of this thing in Phoenix. People in suspicious condition were sent from one place in Southern California to be "treated by Scientology" for insanity and yet we have no interest in treating anyone, especially the insane. Now two more people go suddenly and inexplicably insane in widely different places both the dame way. All manner of defamatory rumors have been scattered around about me, questioning even my sanity which is fortunately a matter of good record with the Navy as by statement "having no psychotic or neurotic symptoms whatsoever."

I have a wife and three little kids. I have a good many thousand people scattered around the world trying to help their fellow man and I am responsible for these people. I am trying to turn out some monographs on matters in my field of nuclear physics and psychology for submission to the government on the subject of alleviating some of the distress of radiation burns, a project I came east to complete. This lawless and brutal attack on Scientology now spreading evidently to three states will probably not end until a great deal of injustice and human suffering has occurred.

Would you please discover for me or for yourselves the exact names and whereabouts of the persons whose statements inflamed the County Attorney in Phoenix in arresting a half-blind old man and seizing all his books and papers. If we have those names and if we trace then back we will have someplace to start on this madness

(51)

which now reaches into three states. Can you do this for us?

I am getting additional copies of the material which was offered to the Defense Department since that agency has not acknowledged or returned anything shipped to it about brain-washing and when I have these copies I will send one to you for this is the only starting place I know about for this outbreak and the matter, while far from conclusive at least tells me that something went astray which was dangerous in the wrong hands.

Could you please have your Phoenix office obtain the names of the people who defamed us to the County Attorney? Your Bay Area and Richland offices have already been apprised of the incidents in those areas.

L. Ron Hubbard

22

HUBBARD COMMUNICATIONS OFFICE
217a Kensington High Street, London W.8

RUSH

July 22nd, 1956

To U.S. ONLY Julia Lewis, Dick Steves, L. Ron Hubbard, Jnr.

To England ONLY Association Secretary (Jack Parkhouse)
Director of Processing (Ann Walker)
Director of Training (Dennis Stephens)

Staff Auditors, Instructors and Auditors close to Operation only.

TECHNICAL BULLETIN OF 22 JULY 1956

I feel the urge to communicate to you the best news since 1950.

I have whipped the problems of the whole track and memory of the past and can resolve the worst cases we have ever had. That is a huge statement *but* I have solved and can untangle in an intensive the problems of the vacuum and havingness plus memory and health and have just done so. Hence the exuberance.

Also, other auditors can solve these in a case as well. NIBS has just cracked two six-year-standing Black Fives using some of this material and Herbie Parkhouse has had considerable luck with solids.

We are now capable of solving Book One style cases to the extreme level of clear.

No wild burst of enthusiasm is here intended. I have to put the finishing touches on a lot of things and the process is still slow—25 to 75 hours. But I've now done it and seen it done to worse cases than any you've had. And that's fact!

Okay. It's not simple. It requires a minute understanding of Book One. It would take me 50 pages to explain all I've lately found about vacuums. You haven't seen the last of me or of study, but you will have seen the last of unsuccessful cases providing only that we have time and environment in which to audit them.

We can make homo novis. (AND give a grin to those who kept standing around bleating, "Where are the clears?")

We know more about life now than life does—for a fact, since *it* was reaching, *we* can communicate about the reactions.

The process is concerned with "making it solid" combined with effects. It isn't easy. It is wonderfully complex and delicate. But it *has* been done. And it is being done.

Our cases gained but sometimes slumped. Why? Because an electronic vacuum restimulated on the track after sessions, and robbed the case's havingness.

A vacuum isn't a hole. It's a collapsed bank. Every lifetime bank is collapsed into a vacuum.

The formula is—

1. Run pc on start-change and stop for *hours* until he is under auditor's control, in session and (often) exteriorized.
2. Then run him with commands "What are you looking at?" "Good." "Make it solid."

   He will eventually hit a vacuum. (He'd hit it faster on "Recall a can't have" but it's too fast.) Here's the tangle. The vacuum is a super-cold mass or an electric shock. This "drank up" bank electronically (brainwashed him). The energy drunk turned black. Hence black cases. (Does not apply only to black cases however.)
3. Run, interspersed with solids and "objective can't have" on the room, "Tell me an effect object (that drank bank) could *not* have on you," and "Tell me an effect you could have on object." Object may be electrodes or supercold plate or even a supercold glass.

Caution, handle one vacuum at a time. These vacuums go back for 76 Trillion years. They were the original brainwash thetans did to one another, then psychiatrists (on the whole track) did expertly (modern psychiatrists are *punks*, modern shock too feeble to do more than restimulate old vacuums).

Take the vacuum that comes up running solids, or even "Recall a can't have", whatever it is and solve it as above.

This is delicate auditing. If you restimulate a vacuum too hard, the whole track groups on it.

Read Book One. Add vacuums instead of word groupers, use above and you'll probably get through to success. Nibs did and I had given him less than you have here. Of course, he's one of the best auditors in the business, so go easy. And Herbie Parkhouse is no slouch.

CAUTIONARY

This is true—

1. We have created the *permanent* stable clear.
2. In creating him we have a homo novis in the full sense, not just an Operating Thetan.
3. We now know more than life. An oddity indeed!
4. We now know more about psychiatry than psychiatrists. We can brainwash faster than the Russians (20 secs to total amnesia against three years to slightly confused loyalty).
5. We can undo whatever psychiatrists do, even the tougher grade from away back. We can therefore undo a brainwash in 25 to 75 hours.
6. We can create something better than that outlined and promised in Book One.

BUT

1. We need to know more and be more accurate than ever before about the time track and auditing. I have not given a thousandth of what I know about this.
2. We have a new game but also new responsibilities amongst men.
3. This data in the wrong hands before we are fully prepared could raise the Devil literally.
4. Because we know more than the Insanity Gang, we're not fighting them.
5. Because we can undo what we do, we must retain a fine moral sense, tougher by far than any of the past.
6. We can create better than in Book One now *only* if we know Book One and know our full subject.

AND WE DO NOT YET KNOW ALL THE SAFETY PRECAUTION TO BE USED.

I will be giving this data in full at the Games Congress, Shoreham Hotel, WASHINGTON, D.C., August 31st, to September 3rd, 1956.

The exact regimen of this will be SLP 8 and will include the total picture of separating valences from bodies (which must still be done by the auditor, a formula I now have).

I have given you this data in this bulletin at this time because now I know I know and I want you to share in seeing the surge of vision which will be our future.

L. RON HUBBARD

P.S. (Actually, contrary to rumor, it *hasn't* all been done before. If it had been, the guy who is saying it has would be clear!)

383

EXHIBIT 4 PAGE 9

2512

Ford Greene, Esquire
California State Bar No. 107601
HUB LAW OFFICES
711 Sir Francis Drake Boulevard
San Anselmo, California 94960-1949
Telephone: (415) 258-0360

PAUL MORANTZ, ESQ.
P.O. Box 511
Pacific Palisades, CA 9027
(310) 459-4745

AttorneyS for Defendant
GERALD ARMSTRONG

FILED
LOS ANGELES SUPERIOR COURT
JUL 20 1994
EDWARD [illegible], CLERK
BY S. ANDERSON, DEPUTY

FILED
NOV 16 1994
HOWARD HANSON
MARIN COUNTY CLERK
BY ________ DEP

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

157680

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation;

Plaintiffs,

vs.

GERALD ARMSTRONG; DOES 1 through 25, inclusive,

Defendants.

AND RELATED CROSS-COMPLAINT

No. **BC 052395**

MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION

DATE: August 2, 1994
TIME: 8:30 a.m.
DEPT: 30

Discovery Cut Off: 11/7/94
Disco Motion Cut Off: 11/21/94
Trial Date: 11/7/94

ORIGINAL

TABLE OF CONTENTS

Page

I. SUMMARY ADJUDICATION SHOULD BE DENIED AS TO THE THIRD CAUSE OF ACTION FOR BREACH OF CONTRACT

A. Statement Of Facts . . . . -1-

B. Standard Of Review . . . . -2-

C. Reciprocal Covenants Between Scientology And Armstrong To Maintain Confidentiality Are Implied By The Agreement . . . . -2-

D. Scientology Breached The Implied Covenants of Confidentiality And Of Good Faith And Fair Dealing -7-

II. THE SECOND CAUSE OF ACTION FOR ABUSE OF PROCESS IS NOT BARRED BY THE STATUTE OF LIMITATIONS OR THE LAW OF PRIVILEGE . . . . -8-

A. Because The Tort Is Continuing, The Abuse Of Process Claim Is Not Barred . . . . . -8-

B. When Scientology First Sought Enforcement Of The Agreement, The Statute Was Tolled . . . . . -9-

C. The Law Of Privilege Does Not Apply . . . . -9-

III. CONCLUSION . . . . -15-

TABLE OF AUTHORITIES

Page

Addiego v. Hill
(1965) 238 Cal.App.2d 842
48 CR 240 . . . . -6-

Adkins v. Lear, Inc.
(1968) 67 Cal.2d 882
64 CR 545 . . . . -6-

Amen v. Merced County Title Co.
(1962) 58 Cal.2d 528
25 CR 65 . . . . -5-

Bergum v. Weber
(1955) 136 Cal.App.2d 389
288 P.2d 623 . . . . -7-

Betts v. Allstate ins. Co.
(1984) 154 Ca.App.3d 688
201 CR 528 . . . . -7-

Bradner v. Vasquez
(1951) 102 Cal.App.2d 338
227 P.2d 559 . . . . -3-

California Lettuce Growers v. Union Sugar Co.
(1955) 45 Cal.2d 474
289 P.2d 785 . . . . -5-

County of Marin v. Assessment App. Bd., Marin City
(1976) 64 Cal.App.3d 316
134 CR 349 . . . . -4-

Delta Dynamics, Inc. v. Arioto
(1968) 69 Cal.2d 525
72 Cal.Rptr. 785 . . . . -4-

Dunne & Gaston v. Keltner
(1975) 50 Calo.App.3d 560
123 CR 430 . . . . -5-

Farmers Mutual Telephone Ass. v. P.G. & E.
(1959) 173 Cal.App.2d 102
343 P.2d 111 . . . . -4-

Foley v. U.S. Paving Co.
(1968) 262 Cal.App.2d 499
68 CR 780 . . . . -5-

Fowkes v. Pennsylvania R.R. (3rd Cir.1959)
264 F.2d 397 . . . . -9-

Garabedian v. Skochko
(1991) 232 Cal.App.3d 836
283 Cal.Rptr. 802 . . . . -9-

Golden Gate Bridge and Highway Dist. v. Felt
(1931) 214 Cal. 308
5 P.2d 585 . . . . -14-

Kwikset Locks, Inc. v. Stewart Commissaries
(1964) 225 Cal.App.2d 126
37 Cal.Rptr. 248 . . . . -4-

Loree v. Robert F. Driver
(1978) 87 Cal.App.3d 1032
151 Cal.Rptr. 557 . . . . -2-

McWilliams v. Holton
(1967) 248 Cal.App.2d 447
56 CR 574 . . . . -7-

Mercer v. Lemmens
(1964) 230 Cal.App.2d 167
40 CR 803 . . . . -5-

Nish Noroian Farms v. Agr. Labor Rel. Bd.
(1984) 35 Cal.3d 726
201 Cal.Rptr. 1 . . . . -3-

O'Morrow v. Borad
(1946) 167 P.2d 483 . . . . -14-

Page v. United States (D.C.Cir. 1984)
729 F.2d 818 . . . . -9-

Redevelopment Agency, Etc. v. City of Berkeley
(1978) 143 Cal.Rptr. 633 . . . . -14-

Seaman's Direct Buying Service, Inc. v. Standard Oil Co.
(1984) 36 Cal.3d 752
206 CR 354 . . . . -7-

Silberg v. Anderson
(1990) 50 Cal.3d 205
26 Cal.Rptr. 638 . . . . -9-, -10-, -11-, -12-, -15-

Straus v. North Hollywood Hospital
(1957) 150 Cal.App.2d 306
309 P.2d 541 . . . . -5-

Tollefson v. Roman Catholic Bishop
(1990) 219 Cal.App.3d 843
268 CR 550 . . . . -8-

Trindade v. Superior Court
(1973) 29 Cal.App.3d 857
106 Cal.Rptr. 48 . . . . -9-

Wal-Noon Corp. v. Hill
(1975) 45 Cal.App.3d 605
119 CR 646 . . . . -5-

Walnut Creek Pipe Distrib. v. Gates Rubber Co.
(1964) 228 Cal.App.2d 810
39 CR 767 . . . . -6-

Walter E. Heller Western Corp. v. Tecrim Corp.
(1987) 196 Cal.App.3d 149
241 Cal.Rptr. 677 . . . . -2-

White v. Cascde
(1936) 14 Cal.App.2d 695
58 P.2d 994 . . . . -4-

Woodbine v. Van Horn
(1946) 29 Cal.2d 95
173 P.2d 17 . . . . -4-

Wyatt v. Union Mort. Co.
(1979) 24 Cal.3d 773
157 Cal.Rptr. 392 . . . . -8-

Civil Code section 47 (b) . . . . -9-

Civil Code section 47 (b)(2) . . . . -12-

Civil Code section 1637 . . . . -4-

Civil Code section 1638 . . . . -4-

Civil Code section 1642 . . . . -3-

Code of Civil Procedure section 428.10 (b) . . . . -9-

Code of Civil Procedure section 2031 . . . . -13-

Evidence Code section 250 . . . . -13-

I. SUMMARY ADJUDICATION SHOULD BE DENIED AS TO THE THIRD CAUSE OF ACTION FOR BREACH OF CONTRACT

A. Statement Of Facts

Scientology does not contest having engaged in what Armstrong's cross-complaint alleges are certain violations of the December 6, 1986, "Mutual Release of All Claims and Settlement Agreement" ("agreement"). (Armstrong's Statement of Undisputed and Disputed Facts ["ASUDF"] No. 1; CSI Ex. A) Rather, it contends that the terms thereof "required Armstrong, but not the Church to . . . refrain from discussing with third parties his experiences with the Scientology faith." (Moving Memorandum at p. 1:8-10) [1] In light of the circumstances at the time of the agreement, this claim is false and illogical.

At the time he signed the agreement, Armstrong did not either believe or agree that Scientology would be allowed to state whatever it wanted about Armstrong in the future, and that he would remain mute no matter what was said. ASUDF No. 15, p.15. For years Armstrong had fought against Scientology for his right to tell the truth. ASUDF No. 15, p.15. He had been vindicated by Judge Breckenridge's decision in Armstrong I. ASUDF No. 15, p.16, Armstrong dec. Ex.1C. As noted by Judge Breckenridge, not only did Armstrong possess a great "dedication to the truth," Armstrong dec.Ex.1C at 5:9, he was also "credible [and] persuasive." Id. at7:9-12. Judge Breckenridge ultimately ruled Armstrong was free to speak on all matters concerning Scientology. Id. at 3:3-7. Armstrong's cross-complaint in Armstrong I was set for trial in early 1987. One of Scientology's lawyers, Lawrence Heller, recognized that the confidentiality provisions of the settlement agreement were mutual. ASUDF No. 15, p.17-19. [2]

---

[1] Therefore, based on Scientology's having restricted its attack on summary adjudication to a contractual interpretation "as a matter of law," Armstrong will limit his opposition to such legal issue and not address the fact of the breaches themselves.

[2] On or about November 1, 1989, in the case entitled Corydon v. Church of Scientology International, Inc., et al., LASC No. C694401, Scientology attorney Lawrence E. Heller filed a Notice of Motion and Motion of Defendant Author Services, Inc. to (continued...)

B. Standard Of Review

When the meaning of the language of a contract is doubtful or uncertain and parol evidence is introduced in aid of its interpretation, the question of its meaning is one of fact and summary adjudication should be denied. (Loree v. Robert F. Driver (1978) 87 Cal.App.3d 1032, 1039-1040; Walter E. Heller Western Corp. v. Tecrim Corp. (1987) 196 Cal.App.3d 149, 158)

C. Reciprocal Covenants Between Scientology And Armstrong To Maintain Confidentiality Are Implied By The Agreement

A written instrument must be considered as a whole, and multiple writings must be considered together when part of the

---

[2] (...continued) Delay or Prevent the Taking of Certain Third Party Depositions by Plaintiff; Memorandum of Points and Authorities; Declarations of Lawrence E. Heller and Howard Schomer in Support Thereof. (*) In his memorandum, Heller discussed the "block settlement" of which the Armstrong agreement was a part. He stated:

> One of the key ingredients to completing these settlements, insisted upon by all parties involved, was strict confidentiality respecting: (1) the Scientology ... staff member's experiences with ... Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members ...; and (3) the terms and conditions of the settlements themselves. Peace has reigned since the time the interested parties entered into the settlements, all parties having exercised good faith in carrying out the terms of the settlement, including the obligations of confidentiality. [Original emphasis.]

(Id., at 4:9-19) In his sworn declaration, attorney Heller testified:

> I was personally involved in the settlements which are referred to in these moving papers which transpired some two and one-half years ago. Those settlements concerned well over a dozen plaintiff litigants as well as various Church of Scientology entities . . . Settlement negotiations, which were not supervised by any court, were arduous and, as is often the case in these instances, sometimes contentious. However, a "universal settlement" was ultimately entered into between the numerous parties. The universal settlement provided for non-disclosure of all facts underlying the litigation as well as non-disclosure of the terms of the settlements themselves. **The non-disclosure obligations were a key part of the settlement agreements insisted upon by all parties involved.** [Original emphasis.]

(Id. at 8:15-9:7)

same contract. The factual context in which an agreement was reached is relevant to establish its meaning unless the words themselves are susceptible of only one interpretation. (Nish Noroian Farms v. Agr. Labor Rel. Bd. (1984) 35 Cal.3d 726, 735)

In the instant case, Armstrong's attorney, Michael Flynn, in conjunction with advising Armstrong with respect to the agreement at issue, entered into two side agreements with Scientology which directly affected Armstrong about which he never told Armstrong. ASUDF No. 24, p.31-32, Armstrong dec. Exs.D,E. First, Flynn agreed that should Scientology prevail in its appeal of Judge Breckenridge's decision in Armstrong I damages on re-trial would be limited to $25,001.00. Id. Ex.D. Second, Flynn agreed with Scientology that should such damages be awarded against Armstrong that Scientology would indemnify Flynn therefor who in turn would pay Armstrong. Id. Ex.E. Furthermore, Flynn agreed with Scientology that he would never in the future represent any person against it in litigation. ASUDF No. 24, p.31, Armstrong dec.¶6.

When taking all these agreements together and construing them as a whole (Civil Code § 1642), the intention of the parties is not clear. It is ambiguous because Armstrong was not apprised of the entire agreement that his attorney negotiated. Scientology claims that Armstrong agreed that Scientology could characterize him in any way it chose. Armstrong argues that both he and Scientology agreed to maintain confidentiality regarding one another. Scientology would have the Court limit its analysis to the four corners of the document. Armstrong argues that the Court must take into consideration extrinsic evidence in determining the meaning of the document and the intent of the parties.

> It is a fundamental and well recognized rule that in construing contracts, courts must look not only to the specific language employed, but also to the subject matter contracted about, the relationship of the parties, the circumstances surrounding the transaction, or in other words place themselves in the same position the parties occupied when the contract was entered into, and view the terms and intent of the agreement in the same light in which the parties did when the same was formulated and accepted.

(Bradner v. Vasquez (1951) 102 Cal.App.2d 338, 227 P.2d 559, 562) Thus, the test of admissibility of extrinsic evidence to explain the meaning of a written instrument is not limited to whether the instrument appears to the court to be plain and unambiguous on its face, but whether the offered evidence is relevant to prove a meaning to which the language of the instrument is reasonably susceptible. (Delta Dynamics, Inc. v. Arioto (1968) 69 Cal.2d 525, 528) Conversations between and declarations of the parties during negotiations at and before the execution of the contract may be shown. (Woodbine v. Van Horn (1946) 29 Cal.2d 95, 173 P.2d 17, 22)

The principles concerning the interpretation of contracts are well settled. Paramount among these rules are the following:

> [T]he contract must be construed as a whole and the intention of the parties must be ascertained from the consideration of the entire contract, not some isolated portion [citations]; a contract entered into for the mutual benefit of the parties is to be interpreted so as to give effect to the main purpose of the contract and not to defeat the mutual objectives of the parties [citations]; language which is inconsistent with the objective of the contract shall be rejected [citations]. Also, where a contract is susceptible of two interpretations, the courts shall give it such a construction as will make it lawful, operative, definite, reasonable and capable of being carried into effect if it can be done without violating the intention of the parties [citations]. And last, but not least, the court shall avoid an interpretation which will make a contract extraordinary, harsh, unjust, inequitable or which would result in absurdity [citations].

(County of Marin v. Assessment App. Bd., Marin City (1976) 64 Cal.App.3d 316, 325) A contract may be construed and explained by reference to the surrounding circumstances under which it was made and the matters to which it relates. (Civil Code § 1637; Kwikset Locks, Inc. v. Stewart Commissaries (1964) 225 Cal.App.2d 126, 149)

Since it is "well settled that a fair and reasonable interpretation of a contract is preferred to one leading to harsh and unreasonable results" (Farmers Mutual Telephone Ass. v. P.G. & E. (1959) 173 Cal.App.2d 102, 343 P.2d 111, 113-114), the agreement should be construed such that the confidentiality provisions are mutual. Otherwise, it would be harsh and unreasonable to allow Scientology to slander Armstrong and require him to be mute. Indeed, in light of Armstrong's history with Scientology and the Armstrong I litigation, to adopt Scientology's proposed construction would be an absurdity. (Civil Code § 1638; White v. Cascade (1936) 14 Cal.App.2d 695, 58 P.2d 994, 997)

That which is necessarily implied in the language of a contract is as much a part of it as that which is expressed. (Wal-Noon Corp. v. Hill (1975) 45 Cal.App.3d 605, 611-12) A contract includes not only what is expressly stated, but also what is necessarily implied from the language used. (Mercer v. Lemmens (1964) 230 Cal.App.2d 167, 171) Where express covenants fail to cover phrases necessary to make workable and meaningful the covenants expressed, implied covenants may be resorted to. (Foley v. U.S. Paving Co. (1968) 262 Cal.App.2d 499, 505-06) Stipulations which are necessary to make a contract reasonable are implied in respect to matters as to which the contract manifests no contrary intention. (Straus v. North Hollywood Hospital (1957) 150 Cal.App.2d 306, 309 P.2d 541, 545) A fair and reasonable interpretation of a contractual provision, rather than one leading to harsh, unreasonable or inequitable results, is always preferred. (Ibid.) When the law implies a promise from the terms of a written contract, the promise is as much a part of the contract as if it were written out. (Amen v. Merced County Title Co. (1962) 58 Cal.2d 528, 532) Unexpressed provisions of a contract may be inferred from the writing or from external facts. (California Lettuce Growers v. Union Sugar Co. (1955) 45 Cal.2d 474, 289 P.2d 785, 790) The rules controlling the exercise of judicial authority to insert implied covenants require several concurrent conditions: (1) the implication must arise from the language used or it must be indispensable to effectuate the intention of the parties;[3] (2) it must appear from the language used that it was so clearly within the contemplation of the parties that they deemed it unnecessary to express it; (3)

---

[3] One vital element in the construction of a contract is the intention of the parties in relation to its execution. When determining this intention, the court may look to the circumstances surrounding the making of the agreement, including the object, nature, and subject matter of the writing, and thereby place itself for this purpose in the same situation in which the parties found themselves at the time of contracting. (Dunne & Gaston v. Keltner (1975) 50 Cal.App.3d 560, 564)

implied covenants can only be justified on the grounds of legal necessity; (4) a promise can be implied only where it may be rightfully assumed that it would have been made if attention had been called to it; and (5) there can be no implied covenant where the subject is completely covered by the contract. (Adkins v. Lear, Inc. (1968) 67 Cal.2d 882, 905; Addiego v. Hill (1965) 238 Cal.App.2d 842, 847; Walnut Creek Pipe Distrib. v. Gates Rubber Co. (1964) 228 Cal.App.2d 810, 815-16)

Both the language of the agreement and the November 1989 declaration and memorandum of Scientology attorney Heller illustrate that confidentiality was indispensable to effectuate the intention of both Armstrong and Scientology. Indeed, a review of the agreement makes it clear that both parties desired to terminate their disputatious interactions with one another and leave one another alone. Thus, while the language of paragraphs 7 and 10 used the word "Plaintiff," it is apparent that the provisions set forth therein also applied to "Scientology," but that the parties saw no necessity to expressly state such application of said provisions. If the omission had been called to the parties attention, they would have made said provisions applicable to "Scientology" as well as to "Plaintiff." Finally, (1) given the extent to which Armstrong had successfully litigated against Scientology in Armstrong I, (2) the language used by Judge Breckenridge to describe Scientology and its founder on one hand, and Armstrong on the other, (3) Judge Breckenridge's order that Armstrong was free to speak on all matters concerning Scientology, and (4) Armstrong's pending cross-complaint against Scientology in Armstrong I, it would be unreasonable and harsh to conclude that Armstrong had agreed that Scientology could characterize him in whatever manner it chose in the face of which he would have to remain mute. There is nothing in the agreement that states that Scientology could make whatever statements it wanted to about Armstrong, but that he would have to remain silent no matter what aspersions were cast his way.

Indeed, to impose such a condition would be absurd because it would allow Scientology to literally re-write history in order to suit its own ends without any regard to truth or accuracy.

Armstrong's history in the litigation illustrates a profound rejection of any such result. Thus, under the circumstances there is a legal necessity for the Court to imply that the settlement terms were reciprocal because not only would it be grossly unfair to Armstrong since it was never his intent to have his own personal history revised according to the predilections of Scientology, but revisionist litigation is anathema to the role of the Court as the forum wherein truth is sought.

The agreement expressly states that Armstrong was not to discuss his knowledge or experience with respect to Scientology. The agreement is silent whether Scientology was prohibited from discussing its knowledge of Armstrong. Therefore, to imply that the parties' intention was for Scientology to be subject to the same confidentiality as was Armstrong does not contravene any express term of the agreement, particularly in light of the fact that a number of provisions were mutual and in light of the fact that Scientology's principal negotiator agreed that the terms regarding confidentiality were mutual. Thus, to imply reciprocity would not violate the intent of the parties, but effectuate it. "If without the implied obligation the fruits of the contract would be denied to one of the parties, the intent that such an obligation should not exist must clearly appear from the express terms of the contract." (Bergum v. Weber (1955) 136 Cal.App.2d 389, 288 P.2d 623, 626)

D. **Scientology Breached The Implied Covenants of Confidentiality And Of Good Faith And Fair Dealing**

In addition to the duties imposed upon the parties to a contract by the terms of their agreement, the law implies in every contract a covenant of good faith and fair dealing. (Seaman's Direct Buying Service, Inc. v. Standard Oil Co. (1984) 36 Cal.3d 752, 768) The implied promise requires each contracting party to refrain from doing anything to impair the right of the other to receive the benefits of the agreement. (Betts v. Allstate Ins. Co. (1984) 154 Cal.App.3d 688, 705) This covenant not only imposes upon each contracting party the duty to refrain from doing anything which would render performance of the contract impossible by any act of his own, but also the duty to do everything that the contract presupposes that he will do to accomplish its purpose. (McWilliams v. Holton (1967) 248 Cal.App.2d 447, 451) The precise nature and extent of the duties imposed by such implied promise will depend upon the nature and purpose of the underlying contract and the legitimate expectations of the parties. (Tollefson v. Roman Catholic Bishop (1990) 219 Cal.App.3d 843, 854) Thus, regardless of its origin, the covenant of good faith and fair dealing is designed to effectuate the intentions and reasonable expectations of the parties reflected by mutual promises within the contract. (Ibid.)

With respect to the agreement at bar, Scientology acted in bad faith by unfairly depriving Armstrong of the benefit of the bargain of the settlement agreement. Rather than leave its history with Armstrong to rest silently in the past insulated by mutual promises of confidentiality, Scientology resurrected its old conflict with Armstrong when to do so suited whatever was its particular litigation or public relations strategy of the moment. Such conduct violates the implied covenant of good faith and fair dealing.

II. THE SECOND CAUSE OF ACTION FOR ABUSE OF PROCESS IS NOT BARRED BY THE STATUTE OF LIMITATIONS OR THE LAW OF PRIVILEGE

A. Because The Tort Is Continuing, The Abuse Of Process Claim Is Not Barred

Armstrong's cross-complaint asserts that Scientology obtained his signature on the settlement by improper means and thereafter has improperly used the legal system in a continuing attempt to destroy him. Armstrong has alleged that defendants have engaged in a conspiracy to so destroy him.

So long as a person continues to commit wrongful acts in furtherance of a conspiracy to harm another, he can neither claim an unfair prejudice at the filing of a claim against him nor disturbance of any justifiable repose built on the passage of time. (Wyatt v. Union Mort. Co. (1979) 24 Cal.3d 773, 787) As Scientology continues to prosecute its complaint against Armstrong that it obtained through the improper influence over Michael Flynn, his former counsel, the tort of abuse of process continues because Armstrong continues to be held in place by the agreement which the duress imposed by Scientology and Flynn caused him to enter. Therefore, the running of the statute is tolled. (Ibid.) [4]

B. When Scientology First Sought Enforcement Of The Agreement, The Statute Was Tolled

Scientology commenced its original effort to enforce the settlement agreement on October 3, 1991. When that effort failed, it filed the instant complaint on February 4, 1992. Since the settlement contract arose out of the conduct which the cross-complaint alleges is an on-going abuse of process, and since Scientology's effort to enforce the same in Armstrong I is substantively no different that its effort herein, the statute was tolled as of October 3, 1991, or at the latest, February 4, 1992. (Code of Civil Procedure § 428.10 (b); Trindade v. Superior Court (1973) 29 Cal.App.3d 857, 859-860; Garabedian v. Skochko (1991) 232 Cal.App.3d 836, 843)

C. The Law Of Privilege Does Not Apply

The "broad application" given to Civil Code section 47 (b) provided that it satisfy four conditions: the communication was
(1) made in a judicial or quasi-judicial proceeding;
(2) by litigants or other participants authorized by law;
(3) to achieve the objects of the litigation; and
(4) that have some connection or logical relation to the action.
(Silberg v. Anderson (1990) 50 Cal.3d 205, 211-212, 219)

Before discussing Scientology's failure to satisfy the third element herein, Armstrong will address the manner in which the allegations of the cross-complaint describe behavior that strikes at the very heart of the policy reasons which the California Supreme Court has justified the litigant's privilege to be "absolute."

---

[4] "The continuing tort doctrine constitutes a pretty well established exception to the usual rule that a statute of limitations starts to run at the time of injury." (The American Law of Torts, § 5:27 at 888-89.) Pursuant to this doctrine, a plaintiff can bring an action against all of a defendant's wrongful conduct, as long as any of it took place during the limitation period. The continuing tort doctrine is applied where "no single incident in a continuous chain of tortious activity can 'fairly or realistically be identified as the cause of significant harm' [making it] proper to regard the cumulative effect of the conduct as actionable." (Page v. United States (D.C.Cir. 1984) 729 F.2d 818, 821-822 quoting Fowkes v. Pennsylvania R.R. (3rd Cir.1959) 264 F.2d 397, 399) The doctrine is intended to prevent a person from acquiring a right to continue to reap benefits from previous tortious conduct. (Page, supra, 729 F.2d at 822)

Certain essential values, defined as "policy" by the California Supreme Court, support the rule that if the four conditions are satisfied, the judicial privilege provides absolute protection. (Id. at p. 215) Whenever the scope of the privilege that the court designates to be "absolute" includes conduct that is harmful, the court's protection can extend to wrongful abuse and exploitation. Therefore, an absolute privilege can "protect the shady practitioner" (Id. at p. 214) such as an attorney who "seeks to deceive a party into relying on an expert by misrepresenting an expert's impartiality." (Id. at p. 213) This judicially stuck balance values the untrammeled ability to protect "the honest one [from having to be] concerned with subsequent derivative actions" (Id. at p. 214) over the "occasional 'unfair' result." (Id. at p. 213)

Similarly, the privilege is designed to promote and encourage

> "'open channels of communication and the presentation of evidence' in judicial proceedings.' [Citation] A further purpose of the privilege 'is to assure utmost freedom of communication between citizens and public authorities whose responsibility is to investigate and remedy wrongdoing.' [Citation] Such open communication is 'a fundamental adjunct to the right of access to judicial ... proceedings.' [Citation] Since the 'external threat of liability is destructive of this fundamental right and inconsistent with the effective administration of justice' [Citation], courts have applied the privilege to eliminate the threat of liability for communications made during all kinds of truth seeking proceedings: judicial, quasi-judicial, legislative and other official proceedings."

(Ibid.)

The "occasional unfair result" is outweighed by keeping "witnesses ... free from the fear of protracted and costly lawsuits which otherwise might cause them either to distort their testimony or refuse to testify altogether" (Id. at p. 214) in order that "the paths that lead to the ascertainment of truth should be left as free and as unobstructed as possible." (Ibid.)

The gravamen of the cross-complaint is that by engineering the subversion of the lawyer who represented the most effective witnesses knowledgeable of Scientology's behavior so that he would get those clients to sign unconscionable settlement contracts subjecting them to be sued if they ever testified as witnesses again, Scientology is now able to systematically corrupt "an effective and smoothly operating judicial system." (Id. at p. 215) [5]

By virtue of threats of lawsuits, Scientology has eliminated from the "open channels of communication" an entire genus of judicially-credited and truthful witnesses knowledgeable about its behavior and practices. Gerald Armstrong stands up against this, refusing to be used as a tool of corruption. [6]

---

[5] The Los Angeles Superior Court has recognized that the settlement contract on which the instant case is based is corrupt. Judge Geernaert stated: "[T]hat is ... one of the most ambiguous, one-sided agreements I have ever read. And I would not have ordered the enforcement of hardly any of the terms had I been asked to, even on the threat that, okay, the case is not settled. I know we like to settle cases. But we don't like to settle cases and, in effect, prostrate the court system into making an order which is not fair or in the public interest." ASUDF No. 24, p. 33. Armstrong dec. Ex. S.

[6] Before Armstrong made this determination, he endured Scientology's continual attacks Armstrong after December 1986 when the settlement contract was signed. It published a false and unfavorable description of Armstrong in a "dead agent" pack. (*) It filed several affidavits in the case of Church of Scientology of California v. Russell Miller and Penguin Books Limited, Case No. 6140 in the High Court of Justice in London England which falsely accused Armstrong of violations of court orders, and falsely labeled him "an admitted agent provocateur of the U.S. Federal Government." Armstrong dec.¶ 11, Ex.L, p.4, ¶ 8. It delivered copies of an edited version of an illegally obtained 1984 videotape of Armstrong to the international media.Armstrong dec. Ex. A, p.20,¶43.

After Armstrong was subpoenaed to testify in the case of Bent Corydon v. Scientology, Los Angeles Superior Court No. C 694401, Scientology threatened Armstrong with lawsuits on six occasions if he did not obey its orders to not testify regarding Scientology's dark side. Armstrong dec.Ex.A, ¶¶ 4-8,20,40,44. In the fall of 1989, right after receiving a series of threats from organization attorney Lawrence Heller, Armstrong, who had not earlier responded to Scientology's post-settlement attacks, concluded that he was

(continued...)

By way of retaliation and retribution, Scientology is attempting to destroy Armstrong and make an example of him. It is doing so by using the settlement contracts it got Armstrong's attorney to make Armstrong and those who would be his witnesses sign as a lever to deprive Armstrong of a defense in this action. The instant lawsuit is necessarily predicated on the settlement contract. That contract is one of many. Each of the many contracts does not allow the former witnesses "to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology ... [and' shall not make himself amenable to service of any such subpoena in a manner which invalidates the intent of this provision." (Settlement Agreement at ¶ 7-H, pp. 10-11) By virtue of contracts purchased through the corruption of counsel who represented the signing parties, Scientology's objective is to suppress, censor and exclude relevant evidence from truth-seeking proceedings to which it is a party. And if one of those who signed such a contract rejects its chains by vigorously participating in "freedom of communication during all kinds of truth-seeking proceedings," Scientology will sue him until he no longer exercises "freedom of communication" in court proceedings wherein it is a litigant.

Armstrong's first amended cross-complaint says such conduct constitutes an abuse of process. For Scientology to sue Armstrong because Armstrong has refused to go along with a contract that Scientology compromised his former counsel to get Armstrong to sign is not to achieve the objects of this litigation. It is to intimidate him and to hold him up as an example by which to intimidate others that is the most apparent object of this litigation. The most insidious object of Scientology's litigation strategy is to suppress and control the very values which make up "the backbone to an effective and smoothly operating judicial system." (Id. at p. 215.) This strikes at each of the reasons which underlie the privilege that Scientology is asking this court

---

[6] (...continued)
being used to obstruct justice and that he had a right and a duty to not obstruct justice. Armstrong dec. Ex. A,¶ 8,46.

to use in order to throw out Armstrong's cross-complaint.

Civil Code section 47 (b)(2) states that a publication in a judicial proceeding is privileged except if the communication is

> "made in furtherance of an act of intentional destruction or alteration of physical evidence undertaken for the purpose of depriving a party to litigation to the use of that evidence, whether or not the content of the communication is the subject of a subsequent publication or broadcast which is privileged pursuant to this section. As used in this paragraph, 'physical evidence' means evidence specified in Section 250 of the Evidence Code or evidence that is property of any type specified in Section 2031 of the Code of Civil Procedure."

In its fourth cause of action in its Second Verified Complaint For Damages And For Preliminary And Permanent Injunctive Relief For Breach Of Contract filed April 5, 1994, Scientology alleged:

> "40. In addition to the paralegal services which Armstrong has provided to Ford Greene and John Elstead on the Aznarans' litigation, Armstrong also provided the Aznarans with a declaration, dated August 26, 1991, and filed in the Aznarans' case. In that declaration Armstrong describes some of his alleged experiences with and concerning plaintiff, and purports to authenticate copies of certain documents. These actions and disclosures are violations of Paragraphs 7(G), 7(H) and 10 of the Agreement, requiring that Armstrong pay to CSI and RTC $50,000 in liquidated damages."

(Second Amended Complaint at 9:26-10:7. The declaration to which the language in Armstrong II refers is attached as Exhibit F to the Declaration of Ford Greene Opposing Motion To Exclude Expert Testimony filed in Aznaran v. Church of Scientology of California, U.S. District Court, Central District of California, Case No. CV-88-1786-JMI (Ex). Attached to Armstrong's Declaration are two exhibits. Exhibit 1 is a letter from L. Ron Hubbard to the Federal Bureau of Investigation. Exhibit 2 is one of thousands of Scientology's technical bulletins. Hubbard brags that he knows how to "brainwash faster than the Russians (20 secs to total amnesia against three years to slightly confused loyalty)." Armstrong dec. Ex.X. Such materials are those which fall within the scope of Evidence Code section 250 and Code of Civil Procedure section 2031. Since the complaint in the instant case is part of a scheme to retaliate against Armstrong for participation in litigation in order to destroy evidence by making it unavailable, it fall in the exception to the litigation privilege.

Scientology has sued Armstrong because Armstrong has refused to go along with a contract that Scientology compromised his former counsel to get Armstrong to sign. The same counsel got Armstrong's witnesses to sign identical contracts. Now Scientology will not release such persons for the limited purpose of assisting Armstrong defend himself herein. Thus, Scientology controls both sides of the litigation, which constitutes an abuse of process.

In O'Morrow v. Borad (1946) 167 P.2d 483, the California Supreme Court stated "[i]t is contrary to public policy for a person to control both sides of litigation . . . [which is] in accordance with the fundamental principle that one may not be both the plaintiff and the defendant in an action." (Id. 167 P.2d at 486) Thus,

> The prevailing doctrine in our judicial system that an action not founded upon an actual controversy between the parties to it, and brought for the purpose of securing a determination of a point of law, is collusive and will not be entertained; and the same is true of a suit the sole object of which is to settle rights of third persons who are not parties.

(Golden Gate Bridge and Highway Dist. v. Felt (1931) 214 Cal. 308, 5 P.2d 585, 589-90) Just as "[i]t necessarily follows that the same party cannot be plaintiff and defendant in the same law suit, even though he sue in one capacity and defend in another," (Redevelopment Agency, Etc. v. City of Berkeley (1978) 143 Cal.Rptr. 633, 636-37), it also necessarily follows that a party cannot be the only party in ongoing litigation because he has purchased the absence of his adversary or witnesses upon whom the defense of his adversary depends.

The most insidious object of Scientology's litigation strategy is to suppress and control the very values which make up "the backbone to an effective and smoothly operating judicial system." (Silberg 50 Cal.3d at p. 215.) This strikes at each of the reasons which underlie the privilege that Scientology is asking this court to use in order to throw out Armstrong's cross-complaint.

III. CONCLUSION

Based upon the foregoing, Armstrong respectfully submits that motion for summary adjudication should be denied.

DATED: July 20, 1994

By:________________________
FORD GREENE and PAUL MORANTZ
Attorneys for Cross-Complainant
GERALD ARMSTRONG

PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following documents: ARMSTRONG'S MEMORANDUM IN OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION; ARMSTRONG'S SEPARATE STATEMENT OF DISPUTED AND UNDISPUTED FACTS IN OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION WITH SUPPORTING EVIDENCE

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

LAURIE J. BARTILSON, ESQ.
Bowles & Moxon
6255 Sunset Boulevard
Suite 2000
Los Angeles, California 90028
(By Telecopier)

[x] (By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

[x] (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: July 20, 1994